CITY OF HOLLISTER
CITY COUNCIL AGENDA
REGULAR MEETING

Monday, October 6, 2025, 5:30 p.m.
City Council Chamber, City Hall
375 Fifth Street, Hollister, CA 95023

Roxanne Stephens, Mayor
Rudy Picha, Council Member, District 1
Rolan Resendiz, Council Member, District 2
Dolores Morales, Council Member, District 3
Priscilla de Anda, Council Member, District 4

Gordon Machado, City Treasurer

Jim Pia, Interim City Manager
Mary F. Lerner, City Attorney

As of January 1, 2023, the Levine Act (Government Code Section 84308) applies to City Council proceedings involving a license, permit, or other entitlement for use.

Pursuant to Government Code Section 84308, no Council Member shall accept, solicit, or direct a contribution of more than $500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Council Member who has received a contribution of more than $500 within the preceding 12 months from a party or their agent, or from a participant or their agent, shall disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code Section 84308(d), any party to a covered proceeding before the Council is required, and any participant to such a proceeding is strongly urged, to disclose on the record of the proceeding any contribution, including aggregated contributions, of more than $500 made within the preceding 12 months by them or their agent to any Council Member. The disclosure must include the name of the party or participant and any other person making the contribution, if any; the name of the recipient; the amount of the contribution; and the date the contribution was made. The disclosure shall occur in the manner required under Government Code Section 84308 and any applicable state or local regulations, opinions, or policies. No party or their agent, and no participant or their agent, shall make a contribution of more than $500 to any Council Member during the proceeding or for 12 months after a final decision is rendered in that proceeding.

The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the requirements of the law.

NOTICE TO PUBLIC

Persons who wish to address the City Council are asked to complete a speaker's card and give it to the City Clerk before addressing the City Council. Those who wish to address the City Council on an agenda item will be heard when the presiding officer calls for comments from the audience. City related items not on the agenda will be heard under the Public Input section of the agenda. Following

recognition, persons desiring to speak are requested to advance to the podium and state their name and address. If you are joining us by Zoom, please click on the bottom of your screen to raise your hand. If you are joining us by Zoom using a cell phone, please press *9. After hearing audience comments, the public portion of the meeting will be closed, and the matter brought to the City Council for discussion.

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at City Hall, 375 Fifth Street, Hollister, Monday through Friday, 8:30 a.m. to noon, 1:00 p.m. to 4:30 p.m. (City Hall is closed between 12:00 and 1:00 p.m.)

Requests to make presentations to the City Council should be submitted to the City Clerk's Office at least ten days before the City Council meeting. It is customary for City staff members to review such matters before the formal presentation so that the City Council may have the benefit of all available data. PowerPoint presentations must be presented to the City Clerk by noon on the day of the City Council meeting.

The public may watch the meeting via live stream at:

City of Hollister Website
https://pub-hollister.escribemeetings.com/

Community Media Access Partnership (CMAP):
http://cmaptv.com/government/

City of Hollister YouTube Channel:
https://www.youtube.com/@cityofhollistercalifornia1489

Public Participation:
The public may attend meetings.

NOTICE: The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Hollister utilizes Zoom teleconferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing may not be available at all meetings.)

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https://us02web.zoom.us/webinar/register/WN_MNOr95ZCQrWzERqd5zRuwQ

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https://attend.wordly.ai/join/NLJC-7137

1. CALL TO ORDER
2. ROLL CALL
3. CLOSED SESSION

3.1 CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: City Manager

3.2 CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6
Agency designated representatives: Interim City Manager Jim Pia and City Attorney Mary Lerner

Employee Organizations: Service Employees International Union (SEIU), Local 521, Hollister Firefighters Union (HFFU) , Hollister Peace Officer Association (HPOA), and un-represented employees.

3.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)
Precision Grade, Inc. vs. City of Hollister
City of Hollister vs. Precision Grade, Inc. and Everest Reinsurance Company
Case No. CU-24-00290

3.4 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9 of the Government Code (1 case)

4. PLEDGE OF ALLEGIANCE
5. CLOSED SESSION REPORT
6. PUBLIC INPUT FOR ITEMS NOT ON THE AGENDA

This is the time for anyone in the audience to speak on any item not on the agenda and within the subject matter jurisdiction of the council. Speaker cards are available in the lobby, and are to be completed and given to the City Clerk before speaking. When the City Clerk calls your name, please come to the podium, state your name and city for the record, and speak to the City Council. If you are joining us by Zoom, please click on the bottom of your screen to raise your hand. If you are joining us by Zoom using a cell phone, please press *9. Each speaker will be limited to three (3) minutes with a maximum of 30 minutes per subject. Please note that state law prohibits the City Council from discussing or taking action on any item not on the agenda.

7. CONSENT ITEMS

All items listed under consent agenda will 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 member of the public. There will be one public comment period for all items on the Consent Agenda.

7.1 APPROVE SEPTEMBER 15, 2025 REGULAR MEETING MINUTES

7.2 AN ORDINANCE ADOPTING HOLLISTER MUNICIPAL CODE CHAPTER 1.20 LOBBYING

RECOMMENDED ACTION:
Adopt an ordinance adding Chapter 1.20 “Lobbying” to Title 1 “General Provisions” to the Hollister Municipal Code.

7.3 WARRANT REGISTER

RECOMMENDED ACTION:
Ratify and approve the warrant registers for the General-Special-Enterprise-Assessment Funds attached.

7.4 A RESOLUTION APPROVING LEASE AMENDMENT NO. 1 FOR A TWO-YEAR LEASE EXTENSION WITH HELI-FLITE, INC. FOR THE BUILDING AND STORAGE AREA AT 234 SKYLANE DRIVE

RECOMMENDED ACTION:
Adopt a resolution approving Lease Amendment No. 1 for a two-year extension with Heli-Flite, Inc. for the building and storage area at 234 Skylane Drive at the Hollister Municipal Airport and authorizing Interim City Manager to execute Lease Amendment No. 1.

7.5 A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT TO SILICON VALLEY PAVING, INC. FOR THE AIRPORT OPERATIONS AREA PERIMETER FENCE RELOCATION PROJECT AT THE HOLLISTER MUNICIPAL AIRPORT

RECOMMENDED ACTION:
Adopt a resolution accepting bids and awarding a contract to Silicon Valley Paving, Inc. of San Jose, California, for the airport operations area perimeter fence relocation project and authorizing the Interim City Manager to execute the agreement, change orders and any related documents.

7.6 A RESOLUTION RENEWING A REGULATORY PERMIT FOR 3GM INC. AT 1891 AIRWAY DRIVE TO OPERATE A CANNABIS CULTIVATION FACILITY

RECOMMENDED ACTION:
Adopt a resolution approving the annual renewal of a cannabis cultivation regulatory permit held by 3GM Inc. located at 1891 Airway Drive for the 2025/2026 permit period.

7.7 A RESOLUTION OF THE CITY COUNCIL TO RENEW A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN AT 1091 SAN FELIPE ROAD TO OPERATE A CANNABIS CULTIVATION FACILITY FOR THE 2025/2026 PERMIT PERIOD

RECOMMENDED ACTION:
Adopt a resolution approving the annual renewal of a cannabis cultivation regulatory permit for Traditional Roots/ Bustan located at 1091 San Felipe Road for the 2025/2026 permit period.

7.8 A RESOLUTION OF THE CITY COUNCIL TO RENEW A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN AT 1091 SAN FELIPE ROAD TO OPERATE A CANNABIS MANUFACTURING FACILITY FOR THE 2025/2026 PERMIT PERIOD

RECOMMENDED ACTION:
Adopt a resolution approving the annual renewal of a cannabis manufacturing

regulatory permit for Traditional Roots / Bustan located at 1091 San Felipe Road for the 2025/2026 permit period.

7.9 A RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH COMMUNITY TREE SERVICES

RECOMMENDED ACTION:
Adopt a resolution authorizing and approving an amendment to the contract with Community Tree Services.

7.10 A RESOLUTION APPROVING THE USE OF COOPERATIVE PURCHASING FOR A TRACTOR WITH MOWING EQUIPMENT

RECOMMENDED ACTION:
Adopt a resolution approving the use of cooperative purchasing for a Tiger Bengal Series Mid-Mount Boom Mower with 50'' Rotary Swivel Head on a new John Deere 6M105 Tractor, to be purchased on behalf of San Benito County per the terms of the grant.

7.11 A RESOLUTION ESTABLISHING THE HOLLISTER PARKS, ARTS, RECREATION, AND CULTURE COMMISSION AND ADOPTING THE PROPOSED BYLAWS

RECOMMENDED ACTION:
Adopt a resolution establishing the Hollister Parks, Arts, Recreation, and Culture (PARC) Commission and adopting the proposed bylaws for the PARC Commission.

7.12 A RESOLUTION ACCEPTING A GRANT FROM THE OFFICE OF TRAFFIC SAFETY FOR THE AMOUNT OF $65,000.00 FOR OVERTIME REIMBURSEMENT AND SPECIALIZED EQUIPMENT

RECOMMENDED ACTION:
Adopt a resolution authorizing the acceptance of a grant from the Office of Traffic Safety for expenditures through October 2026 and approve the budget appropriation form.

7.13 A RESOLUTION GRANTING A REQUEST BY CITY STAFF TO WAIVE BUILDING PERMIT FEES FOR CITY CIP C2505, COMMUNITY CENTER BATHROOM REMODEL

RECOMMENDED ACTION:
Adopt a resolution granting a request from City staff to waive the Building Permit fees associated with City CIP C2505, Community Center Bathroom Remodel, in the amount $16,026.80.

8. PUBLIC HEARINGS

8.1 AN ORDINANCE AMENDING THE CITY OF HOLLISTER ZONING MAP PREZONING FOR FUTURE ANNEXATION OF THE PROPERTY LOCATED AT 1285 MCCRAY STREET, APN 020-100-014 INTO THE GENERAL COMMERCIAL ZONING DISTRICT (PZ 2025-1)

RECOMMENDED ACTION:
Hold a public hearing and introduce an ordinance amending the City of Hollister Zoning Map to prezone the property located at 1285 McCray Street, APN 020-100-014, into the General Commercial Zoning District, and schedule a second reading and adoption for the October 20, 2025 City Council meeting.
CEQA: The prezoning of this parcel for future annexation is categorically exempt from CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines.

8.2 AMENDMENTS TO THE ZONING ORDINANCE (ZOA 2025-3) AMENDING LANGUAGE IN THE ZONING ORDINANCE RELATED TO LEGISLATIVE UPDATES, USE MATRIx, AND DEFINITIONS

RECOMMENDED ACTION:
Hold a public hearing and introduce an ordinance approving amendments to the Zoning Ordinance related to Phase 2 of the Zoning Ordinance Comprehensive Update.

9. INFORMATIONAL REPORTS

Reports on compensable meetings attended. Brief reports or announcements concerning activities of members of the City Council and staff; opportunity to refer public or Council questions to staff for information; request staff to report to the Council on a matter at a future meeting; or direct staff to place a matter on a future agenda. Items in this category are for discussion and direction to staff only. No final policy action will be taken by the Council.

9.1 COMMITTEE ASSIGNMENTS

Receive oral reports from members regarding the activities of various Ad Hoc and Standing City Council Committees.

9.2 COUNCIL REPORTS

Receive informational reports from the City Council

1. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

9.3 CITY MANAGER REPORT

1. UPDATED CITY COUNCIL PROJECTS

10. ADJOURNMENT

11. VERIFICATION OF AGENDA POSTING

The agenda for the City Council of the City of Hollister special and regular meetings of October 6, 2025 was posted on the bulletin board at City Hall on October 1, 2025 per Government Code Section 54954.2.

PUBLIC PARTICIPATION NOTICE

The public may attend meetings in person or watch meetings via live stream at:

City of Hollister Website:
http://hollisterca.iqm2.com/Citizens/Default.aspx

Community Media Access Partnership (CMAP):
http://cmaptv.com/watch/

City of Hollister YouTube Channel:
https://www.youtube.com/@cityofhollistercalifornia1489

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https://attend.wordly.ai/join/NLJC-7137

Choose Language and Click Attend | *Seleccione su lenguaje y haga clic en asistir*

Use a headset on your phone for audio or read the transcript on your device. | *Use sus auriculares para escuchar el audio o leer la transcripción en el dispositivo.*

City Council of the City of Hollister

Minutes of the Regular Meeting

September 15, 2025, 6:30 p.m.
City Council Chamber, City Hall
375 Fifth Street, Hollister, CA 95023

Members Present: **Roxanne Stephens, Mayor**
Rudy Picha, District 1
Rolan Resendiz, District 2
Priscilla de Anda, District 4

Members Absent: **Dolores Morales, District 3**

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1. CALL TO ORDER

Mayor Stephens called the regular meeting of the City Council of the City of Hollister to order at 6:30 PM.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Councilmember Resendiz led the Pledge of Allegiance.

4. CLOSED SESSION REPORT

City Attorney Mary Lerner stated no reportable action was taken in closed session.

5. SPECIAL ORDERS OF THE DAY

5.1 PROCLAMATION RECOGNIZING LOCAL SOCCER PLAYERS FOR THEIR SUCCESS AT THE 2025 FMF7 MUNDIAL JUVENIL TOURNAMENT

Mayor Stephens presented a proclamation to Jesus Reyes, Salvador Cortez, and Marcos Hernandez for their Victory at the 2025 FMF7 MUNDIAL JUVENIL Tournament in Leon, Guanajuato, Mexico.

5.2 PROCLAMATION HONORING THE HAWAIIAN SPANIARD COMMUNITY

Mayor Stephens presented a proclamation Honoring the Hawaiian Spaniard Community and Recognizing the Spanish Hawaiian Heritage Association’s Cultural & Academic Conference.

5.3 NATIONAL RECOVERY MONTH PROCLAMATION

Mayor Stephens presented a proclamation declaring September 2025 as National Recovery Month.

5.4 PRESENTATION REGARDING AB1466 RESTRICTIVE COVENANT MODIFICATION

Jacqueline Taylor, Senior Deputy with the San Benito County Clerk-Recorders Office, provided a presentation regarding implementation of AB1466 by the Clerk-Recorders Office.

6. PUBLIC INPUT FOR ITEMS NOT ON THE AGENDA

Robin Pollard requested a new southern access route to Park Hill be built since the prior access was removed and asked why city flags were recently at half staff.

Jazmine Venegas Government Relations Representative with Pacific Gas and Electric (PG&E) introduced herself and invited the City Council to contact her if they have questions or need information regarding PG&E.

7. CONSENT ITEMS

City Manager David Mirrione announced Agenda Item 9.3 was being continued to the October 20, 2025 regular meeting.

Councilmember Resendiz pulled Agenda Item 7.15 and requested this item also be continued to the October 20, 2025 meeting.

By consensus, the City Council directed staff to continue Agenda Item 7.15 to October 20.

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

The consent calendar items are approved as presented, except Agenda Item 7.15.

Ayes (4): Mayor Stephens, Council Member Picha, Council Member Resendiz, and Council Member de Anda

Absent (1): Council Member Morales

Carried (4 to 0)

7.1 APPROVE SEPTEMBER 2, 2025 REGULAR MEETING MINUTES

7.2 APPROVE SEPTEMBER 10, 2025 SPECIAL MEETING MINUTES

7.3 AN ORDINANCE AMENDING CHAPTER 15.04 OF THE HOLLISTER MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA FIRE CODE, INCLUDING APPENDICES, AND ADDING SECTION 15.04.055 TO ESTABLISH LOCAL AMENDMENTS

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt an ordinance amending Chapter 15.04 of the Hollister Municipal Code to adopt the 2025 Edition of the California Fire Code in its entirety, including appendices, as adopted in Title 24, Part 9 of the California Code of Regulations, and Adding Section 15.04.055 to establish and adopt local amendments.

Carried

7.4 AN ORDINANCE ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODES WITH AMENDMENTS

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt an ordinance adopting by reference the 2025 California Building Codes with amendments

Carried

7.5 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE CONFIDENTIAL UNIT FOR 2025-2026

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt the resolution approving the Confidential Unit Memorandum of Understanding for a term from July 1, 2025 to June 30, 2026 and authorize the City Manager to execute on behalf of the City.

Carried

7.6 A RESOLUTION APPROVING THE EXECUTIVE MANAGEMENT UNIT SALARY AND BENEFITS PLAN

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving the amendments to the Executive Management Unit Salary and Benefits Plan effective July 1, 2025.

Carried

7.7 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE HOLLISTER PEACE OFFICER'S ASSOCIATION FOR 2025-2026

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving the Hollister Peace Officers' Association Memorandum of Understanding for a term from July 1, 2025 to June 30, 2026 and authorize the City Manager to execute on behalf of the City.

Carried

7.8 HOLLISTER INDEPENDENCE RALLY AD HOC COMMITTEE

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Sunset the 2025 Hollister Independence Rally Council Ad Hoc Committee, form a 2026 Hollister Independence Rally Council Ad Hoc Committee, and appoint Mayor Stephens and Councilmember Resendiz to serve on the 2026 Committee.

Carried

7.9 A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION FOR SANTA CRUZ REGIONAL 911 DISPATCH SERVICES

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving a supplemental appropriation in the amount of $97,133 from Fund 218, $97,133 from Fund 221, and $97,134 from Fund 713 for dispatch services in Fiscal Year 2025-26.

Carried

7.10 A RESOLUTION TO TERMINATE THE EXISTING CONTRACT AND AUTHORIZE THE CITY MANAGER TO FINALIZE NEGOTIATIONS AND EXECUTE A NEW AGREEMENT WITH CALIFORNIA CONSULTING, INC FOR GRANT WRITING SERVICES

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution to approve the termination of the existing contract effective September 30, 2025, and authorize the City Manager to finalize negotiations and execute a new agreement with California Consulting, Inc. for Grant Writing Services utilizing an on-call rate model beginning October 1, 2025.

Carried

7.11 A RESOLUTION ALLOCATING $50,000 FROM FIRE IMPACT FEES TO IMPROVE A NEW TYPE 3 ENGINE WITH AN AUXILIARY PUMP FOR USE DURING FIREFIGHTING OPERATIONS

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving an allocation of $50,000 from Fire Impact Fee funds for the purchase and installation of an auxiliary pump on the new Type 3 engine to ensure its safe and efficient operation within our service area.

Carried

7.12 A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR EMERGENCY MEDICAL SERVICES WITH THE 33RD DISTRICT AGRICULTURAL ASSOCIATION FOR THE 2025 SAN BENITO COUNTY FAIR

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution authorizing the City Manager to execute a contract for emergency medical services with the 33rd Agricultural Association for the 2025 San Benito County Fair.

Carried

7.13 A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR FIRE, POLICE, AND ANIMAL CONTROL IMPACT FEE STUDY; APPROVAL OF BUDGET ADJUSTMENT FOR FUNDS 301 AND 302; AND ESTABLISHMENT OF A NEW FUND FOR ANIMAL CONTROL IMPACT FEE

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution:
1. Authorizing the City Manager to negotiate and execute an agreement and any necessary amendments within the approved budget for consultant to prepare an updated Fire and Police impact fee study and to develop a new Animal Control impact fee;
2. Approving a budget adjustment increasing appropriations in Fund 301 (Fire Impact) and Fund 302 (Police Impact), using available fund balance; and
3. Approving the establishment of a new special revenue fund to account for revenues and expenditures related to the Animal Control Impact Fee as established by the development of the impact fee.

Carried

7.14 A RESOLUTION AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT TO APPLY FOR A TRAFFIC GRANT FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution authorizing the City Manager and the Police Department to apply for a traffic enforcement grant from the California Office of Traffic Safety.

Carried

7.15 A RESOLUTION APPROVING THE SAN BENITO URBAN AREA WATER SUPPLY AND TREATMENT AGREEMENT WITH THE SAN BENITO COUNTY WATER DISTRICT

This item was continued to October 20, 2025.

Adopt a resolution approving an amendment to the San Benito Urban Area Water Supply and Treatment Agreement with the San Benito County Water District.

8. PUBLIC HEARINGS

8.1 INTRODUCE LOBBYING ORDINANCE FOR THE CITY OF HOLLISTER

City Clerk Jennifer Woodworth provided the staff presentation.

Mayor Stephens opened the public hearing at 7:03 p.m.

There were no speakers for this item.

Mayor Stephens closed the public hearing at 7:03 p.m.

Moved by: Council Member Resendiz
Seconded by: Council Member de Anda

Introduce a Lobbying Ordinance to be added to Chapter 1.20 *Lobbying* to Title 1 *General Provisions* of the Hollister Municipal Code.

Ayes (4): Mayor Stephens, Council Member Picha, Council Member Resendiz, and Council Member de Anda

Absent (1): Council Member Morales

Carried (4 to 0)

9. COUNCIL BUSINESS

9.1 CONSIDERATION AND APPROVAL OF AN INTERIM CITY MANAGER AGREEMENT WITH JIM PIA

City Manager David Mirrione provided the staff report.

Mayor Stephens opened public comment at 7:06 p.m.

There were no speakers for this item.

Mayor Stephens closed public comment at 7:06 p.m.

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving the Interim City Manager Employment Agreement with Jim Pia.

Ayes (4): Mayor Stephens, Council Member Picha, Council Member Resendiz, and Council Member de Anda

Absent (1): Council Member Morales

Carried (4 to 0)

9.2 SAN BENITO STREET TRAFFIC CALMING FINAL REPORT

Public Works Director William Via provided the staff report.

Mayor Stephens opened public comment at 7:19 p.m.

There were no speakers for this item.

Mayor Stephens closed public comment at 7:19 p.m.

9.3 WATER RATE STUDY PRESENTATION

This item was continues to the regular meeting on October 20, 2025.

9.4 A RESOLUTION APPROVING A FIVE-YEAR LOAN FROM THE SEWER EXPANSION FUND (FUND 661) TO THE GENERAL FUND (FUND 101) TO REPAY HISTORIC NEGATIVE FUND BALANCES IN FUNDS 206, 229, 241, 249, AND 709

City Manager David Mirrione provided the staff report.

Mayor Stephens opened public comment at 7:40 p.m.

There were no speakers for this item.

Mayor Stephens closed public comment at 7:40 p.m.

Moved by: Council Member Resendiz
Seconded by: Council Member Picha

Adopt a resolution approving a five-year interfund loan from the Sewer Expansion Fund (Fund 661) to the General Fund in the amount of $2,040,356.46. The General Fund (Fund 101) will repay the Sewer Expansion Fund with interest at the August 2025 LAIF rate of 4.258% over a five-year term, with annual payments of approximately $461,646.30.

Ayes (4): Mayor Stephens, Council Member Picha, Council Member Resendiz, and Council Member de Anda

Absent (1): Council Member Morales

Carried (4 to 0)

9.5 DRAFT: A RESOLUTION ESTABLISHING THE HOLLISTER PARKS, ARTS, RECREATION, AND CULTURE COMMISSION AND ADOPTING THE PROPOSED BYLAWS

10. INFORMATIONAL REPORTS

10.1 COMMITTEE ASSIGNMENTS

Councilmember Picha reported the Association of Monterey Bay Area Governments met.

10.2 COUNCIL REPORTS

By consensus, the City Council directed staff to return with a presentation regarding the City's Hotel Incentive Program.

1. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

    1. Hotel Incentive Program- Mayor Stephens

10.3 CITY MANAGER REPORT

City Manager David Mirrione provided comments regarding his time in working at the City of Hollister and thanked staff for their commitment to public service, the City of Hollister, and residents.

The members of the City Council thanked Mr. Mirrione for his service to the City.

1. UPDATED CITY COUNCIL PROJECTS

11. CLOSED SESSION

City Attorney Mary Lerner read the closed session item titles.

Mayor Stephens opened public comment at 7:57 p.m.

There were no speakers for the closed session agenda items.

Mayor Stephens closed public comment at 7:57 p.m.

Mayor Stephens convened the meeting into closed session at 7:57 p.m.

11.1 CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: City Manager

11.2 CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency designated representatives: City Manager David Mirrione and City Attorney Mary Lerner

Employee Organizations: Service Employees International Union (SEIU), Local 521; Hollister Firefighters Union (HFFU), Local 3395; and un-represented employees

11.3 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9 of the Government Code (1 case)

12. ADJOURNMENT

Mayor Stephens adjourned the meeting at 9:28 p.m. in memory of Mary Encinias.

_____

Jennifer Woodworth, City Clerk

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # City Clerk-2025-52

AGENDA ITEM: AN ORDINANCE ADOPTING HOLLISTER MUNICIPAL CODE CHAPTER 1.20 LOBBYING

DEPARTMENT: City Clerk
DEPARTMENT HEAD: Jennifer Woodworth, City Clerk
STAFF CONTACT: Jennifer Woodworth, City Clerk

RECOMMENDED ACTION: Adopt an ordinance adding Chapter 1.20 “Lobbying” to Title 1 “General Provisions” to the Hollister Municipal Code.

DISCUSSION: On September 15, 2025, the City Council held a public hearing and introduced an ordinance to add Chapter 1.20 “Lobbying” to Title 1 “General Provisions.” A second reading and adoption of the ordinance is required.

FISCAL IMPACT: None.

PREVIOUS COUNCIL OR COMMISSION ACTION: On September 15, 2025, the City Council held a public hearing and introduced the ordinance.

CEQA: Categorically Exempt.

ATTACHMENTS:
1. Ordinance 1265

ORDINANCE NO. 1265

AN ORDINANCE OF THE CITY OF HOLLISTER ADDING CHAPTER 1.20 "LOBBYING" TO TITLE 1 "GENERAL PROVISIONS" OF THE CITY OF HOLLISTER MUNICIPAL CODE

WHEREAS, the City of Hollister ("City") seeks to maintain a fair and open decision-making process in City government; and

WHEREAS, the City believes the public disclosure of the identities of lobbyists, the interests they represent, and the financing behind their activities fosters public confidence in the integrity of City government; and

WHEREAS, the City seeks to impose registration and disclosure requirements to ensure that City officials are aware of the interests lobbyists represent when they engage in lobbying activities; and

WHEREAS, the City further believes it is in the public interest that lobbyists do not misrepresent facts or their positions, deceive City representatives through false communications, place City representatives under personal obligations, or claim control over their actions.

NOW THEREFORE, the City seeks to amend Title 1 of the City of Hollister Municipal Code to include Chapter 1.20: Lobbying, as set forth below.

The City Council of the City of Hollister ordains as follows:

SECTION 1. Chapter 1.20: Lobbying is hereby added to Title 1 of the City of Hollister Municipal Code to read as follows:

Chapter 1.20: Lobbying

Section

1.20.010 Purpose
1.20.020 Definitions
1.20.030 Registration and Disclosure Requirements
1.20.040 Exemption
1.20.050 Prohibitions
1.20.060 Penalties
1.20.070 Enforcement

1.20.010 PURPOSE.

(A) The purpose of this Chapter is to maintain a fair and open decision-making process in City government which functions to serve the needs of all citizens. Both the public and City officials should have full knowledge of lobbying activities that influence legislative or administrative actions.

(B) The purpose of this Chapter is also to impose registration and disclosure requirements on those engaged in lobbying efforts to influence the decisions of

City policy makers for compensation. Public disclosure of the identities of lobbyists, the interests they represent, and the financing behind their activities fosters public confidence in the integrity of City government.

(C) Additionally, these disclosure and registration requirements ensure that City officials are aware of the interests lobbyists represent when they engage in lobbying activities. It is in the public interest to adopt this chapter to provide adequate and effective transparency regarding lobbying efforts aimed at influencing City government.

(D) The disclosure and registration requirements furthers the public interest that lobbyists do not misrepresent facts or their positions, deceive City representatives through false communications, place City representatives under personal obligations, or claim control over their actions.

1.20.020 DEFINITIONS.

Whenever used in this Chapter, the following words and phrases shall have the definitions provided in this section. Other terms used and not defined in this Chapter have the meanings set forth in this Title, and terms not used and not defined in this Title have the meanings set forth in the California Political Reform Act of 1974, as amended.

ADMINISTRATIVE ACTION includes the proposal, drafting, development, consideration, advocacy, recommendation, adoption, amendment, termination, extension, or approval of any rule, regulation, agreement, contract, permit, license, policy, land use entitlement, or hiring action.

AT THE BEHEST means at the means under the control or at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express, prior consent of.

CONTRIBUTION means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected City official is a contribution to the candidate, committee or elected City official unless full and adequate consideration is received for making the expenditure.

1. The term " contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.
2. The term " contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

3. The term “contribution” further includes any transfer of anything of value received by a Controlled Committee from another committee, unless full and adequate consideration is received.
4. The term " contribution" does not include:
   a. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;
   b. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant's home or office if the costs for the meeting or fundraising event are five hundred dollars ($500.00) or less; or
   c. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

CANDIDATE means an individual who has filed a statement of organization as a committee for election to Elective City Office, a declaration of intent for election to Elective City Office or a declaration of candidacy to Elective City Office, whichever occurs first. An individual person shall not be deemed a candidate for purposes of this Chapter (1) after the individual is sworn into Elective City Office, or (2) if the individual lost the election, after the individual has terminated their campaign statement filing obligation for Elective City Office pursuant to Government Code section 84214, or after certification of the election results, whichever is earlier.

CLIENT means the person who compensates a lobbyist for representation before a City official.

CONTROLLED COMMITTEE means a committee which is controlled directly or indirectly by a Candidate, or which acts jointly with a Candidate in connection with the making of expenditures. A Candidate controls a committee if the Candidate, their agent or any other committee the Candidate controls has a significant influence on the actions or decisions of the Controlled Committee.

CITY OFFICIAL means members of the City Council, appointees of the City Council, the City Attorney, the City Treasurer, City department heads, members of City boards or commissions, and persons who have been elected to a City office but have not yet been sworn into office.

CONTACT OR CONTACTING means attendance at a meeting with a City official, or any direct communication with a City official, whether oral, electronic, or in writing, including, but not limited to communication through an agent, associate, or employee, for the purpose of engaging in Lobbying Activity.

COMPENSATED or COMPENSATION means any economic consideration for services rendered or to be rendered in the future, including, without limitation, payment, distribution transfer, loan advance, deposit, other rendering of money, property, services, or anything else of value.

ELECTIVE CITY OFFICE means the City Council and the Treasurer, or other City

positions which are elected by the voters.

ELECTED OFFICER means an individual who holds Elective City Office or has been elected to Elective City Office but has not yet taken office.

GIFT shall be defined as set forth in the Political Reform Act, Government Code Section 81000 et seq., and the regulations adopted thereunder; except that the exclusion for contributions shall be defined and governed as set forth in this chapter.

INFLUENCING means contacting, either directly or indirectly, for the purpose of promoting, supporting, modifying, opposing, causing the delay or abandonment of conduct, or otherwise intentionally affecting the official actions of the City official, by any means, including, but not limited to providing, preparing, processing, or submitting information, incentives, statistics, studies, or analyses.

LEGISLATIVE ACTION means the drafting, introduction, consideration, modification, enactment, or defeat of any resolution, ordinance, amendment thereto, report, nomination, policy, or other action of the City Council; a City board, commission, or task force; or any joint powers authority of which the City is a party.

LOBBYING ACTIVITY means influencing, or attempting to influence, directly or indirectly, a City official regarding public policy, legislative or administrative actions of the City, or decision-making on behalf of a particular interest or organization.

1. Lobbying activity does not include: general donations to organizations unless specifically intended for lobbying efforts in the City; expenditures to support a ballot measure; professionals advocating for their own applications or contracts; attending public meetings or submitting written statements to the official record; or volunteering with organizations, such as neighborhood groups not for compensation. For more details, see Section 1.20.040: Exemptions, below.

LOBBYIST, unless exempt under Section 1.20.040, means:

1. **CONTRACT LOBBYIST** means any person, whether an entity or individual, engaging in Lobbying Activity on behalf of one or more clients (acting individually or through agents, associates, employees, or contractors) and who has received or has entered into an agreement for compensation of one thousand dollars ($1,000.00) or more for any services that include engaging in Lobbying Activity during any consecutive three-month period.
2. **IN-HOUSE LOBBYIST** means any person, including a business, corporation, association, political action committee, or any other organization if its owners, officers, or employees have engaged in Lobbying Activity on its behalf.
3. **EXPENDITURE LOBBYIST** means any person who makes payments or incurs expenditures in the aggregate amount of five thousand dollars ($5,000.00) or more during any calendar year in connection with carrying out public relations, advertising, or similar activities with the intent of soliciting or urging, directly or indirectly, other persons to communicate directly with any City official in order to attempt to influence a legislative or administrative action. The five thousand dollars ($5,000.00) threshold does not include:
   a. Compensation paid to contract lobbyists or in-house lobbyists for Lobbying

Activity; or

b. Dues, donations, or other economic consideration paid to a membership organization that is ongoing in nature and whose membership services are not limited to Lobbying Activity, regardless of whether the dues, donations, or other economic consideration are used in whole or in part for Lobbying Activity.

4. **LAND USE LOBBYIST** means any person who, during any consecutive twelve (12) month period (i) makes payments or incurs expenditures in the aggregate amount of $5,000.00 or more attempting to influence a major land use approval; or (ii) spends an aggregate amount of ten or more hours of compensated time attempting to influence a major land use approval, including time spent by officers, employees, agents, and members.
   a. The exemptions in subsections (d), (i), (j), (l), and (m) of Section 1.20.040 (Exemptions) do not apply to land use lobbyists.
   b. Officers, employees, agents, and members of a land use lobbyist are not required to separately comply with Section 1.20.030 (Registration and Disclosure Requirements) for time or funds expended on behalf of the land use lobbyist in the scope of that relationship.

LOBBYIST DISCLOSURE REPORT means a document, with requirements outlined in section 1.20.030, that lobbyists, and lobbying firms are required to file to register as lobbyists and report their lobbying activities.

MAJOR LAND USE APPROVAL means any legislative or administrative action by the City on an application relating to:

1. Construction, demolition, alteration, development, or use of property in the unincorporated City that, if approved, would affect, in the aggregate, more than 25,000 gross square feet of existing, approved, or proposed buildings or structures;
2. The surface mining operation or reclamation of mined lands involving the disturbance or reclamation of more than 25,000 gross square feet of land; or
3. A "major subdivision," as defined in Section 16.04.040 of the City of Hollister Municipal Code.

OWNER means any individual with greater than a fifty (50) percent interest in the business.

PERSON means any individual, business entity, trust, corporation, association, committee, or any other organization or group of persons acting in concert.

1.20.030 REGISTRATION AND DISCLOSURE REQUIREMENTS.

(A) Lobbyist Registration.

1. Initial Registration. A Lobbyist is required to register his or her Lobbying Activity by filing a “Lobbyist Disclosure Report” (outlined below) with the City Clerk no later than ten days after accepting employment or contracting as a lobbyist and paying a registration fee.
   a. Lobbyist Disclosure Reports are available on the City Clerk’s official webpage, and require disclosure of Lobbyist details (including name,

business address, and contact information), employees engaged in lobbying, clients represented, and specifics of Lobbying Activities.

b. Amendments to Lobbyist Disclosure Reports must be submitted promptly following any changes to the provided information.

c. A Lobbyist who meets the threshold requirements of one or more of the categories (Contract Lobbyist, In-House Lobbyist, Expenditure Lobbyist, or Land Use Lobbyist) is only required to register once but must make all disclosures in the Lobbyist Disclosure Report.

d. Only Lobbying Activity that occurs after the effective date of this ordinance shall be considered for the purpose of qualifying as a Lobbyist.

2. Annual Registration. A Lobbyist shall renew their registration by January 15 of each year by filing a Lobbyist Disclosure Report and paying a registration fee, unless they have terminated their status as a Lobbyist pursuant to this section.

3. Quarterly Disclosures. Every Lobbyist registered or required to be registered pursuant to this Chapter must file a Lobbyist Disclosure Report for every calendar quarter with the City Clerk no later than fifteen (15) calendar days after the end of each quarter after Initial Registration whether or not any Lobbying Activities have occurred during such period unless they have filed a declaration attesting to the termination of Lobbying Activity pursuant to the requirements of this section.

a. Quarterly Lobbyist Disclosure Reports must be filed by April 15, July 15, and October 15 for the prior calendar quarter.

b. The quarterly Lobbyist Disclosure Reports shall be filed with the City Clerk, and must include:

i. The name(s) and title(s) of the City Officer or Employee who was communicated with, or received the service or thing of value;

ii. A description of the governmental decisions or issues discussed;

iii. Any payments or other forms of compensation provided during the interaction(s); and

iv. Signature under penalty of perjury.

c. For purposes of determining the amount expended during one quarter, the amounts expended on any one City Officer or Employee by all representatives, officers, directors and employees of a corporation, firm, or organization shall be aggregated.

(B) Registration Fees.

1. Each Lobbyist required to file a Lobbyist Disclosure Report under this Chapter shall be charged an initial registration fee of two hundred and fifty dollars ($250.00), and an annual renewal fee of one hundred and fifty dollars ($125.00).

2. If the fee is not paid at the time of registration or registration renewal, a late registration fee will be assessed each day until the registration fee is paid in full. In no event will the late registration fee exceed one hundred (100) percent of the unpaid registration fee.

3. Lobbyists who fail to file a quarterly Lobbyist Disclosure Report on the date due will be assessed a late fee of ten dollars ($10.00) per day per violation.

(C) Lobbyist Disclosure Report.

1. A Lobbyist who meets the threshold requirements of one or more of the categories (Contract Lobbyist, In-House Lobbyist, Expenditure Lobbyist, or Land Use Lobbyist) must fill out a Lobbyist Disclosure Report and quarterly

updates with all the applicable information including the following:

a. Name;
b. Business address;
c. Telephone and fax numbers;
d. Email address;
e. Names of all owners if the Lobbyist is a sole proprietorship or partnership of fewer than five persons;
f. Names of the officers and agent of service of process, if any, if the Lobbyist is a corporation;
g. If applicable, a description of the nature of, the business, corporation, association, committee, or any other organization in sufficient detail to inform the reader of its nature and purpose; and
h. If applicable, contacts made with City officials during the preceding calendar quarter for the purpose of conducting Lobbying Activity. Contact information must include a brief description of the item(s) of legislative or administrative action the Lobbyist is seeking to influence and the number of contacts in the following ranges: one, two to five, six to ten, eleven or more.

2. All Contract Lobbyists must also provide the following information for each client:
   a. Name of each client represented before City officials;
   b. A brief description of the legislative or administrative action(s) the lobbyist seeks to influence on behalf of each client;
   c. Name of each person employed or retained by the lobbyist to engage in Lobbying Activity on behalf of each client; and
   d. The total compensation promised or received from each client listed during previous calendar quarter for Lobbying Activity within the following ranges: zero dollars ($0.00) to one hundred thousand dollars ($100,000.00), and over one hundred thousand dollars and one cent ($100,000.01).
3. All In-House Lobbyists must also provide the following information:
   a. Names of each owner, officer, and employee conducting Lobbying Activities on its behalf; and
   b. A brief description of the legislative or administrative action(s) the Lobbyist seeks to influence.
4. All Expenditure Lobbyists must also provide the following information:
   a. Names of each owner, officer, and employee conducting Lobbying Activities on its behalf; and
   b. A brief description of the legislative or administrative action(s) the Lobbyist seeks to influence.
5. Land Use lobbyists:
   a. All Land Use Lobbyists must provide the following information for each major land use approval the Land Use Lobbyist has attempted to influence during the reporting period:
      i. A description of the major land use approval.
      ii. A summary of the Land Use Lobbyist's activities during the reporting period relating to influencing the major land use approval, including reports prepared, events held, advertisements purchased, robocalls made, mailers distributed, and public officials contacted.
      iii. The total amount the Land Use Lobbyist expended during the

reporting period relating to influencing each major land use approval, excluding compensation to officers and employees.

iv. Each entity to which the Land Use Lobbyist made payments of $500.00 or more, in the aggregate, during the reporting period for activities relating to influencing a major land use approval; the date of each payment; and the purpose for which the payment was made.

v. All contacts by the Land Use Lobbyist, including by its officers, employees, agents, and members, with public officials, including officers and employees of counties, cities, special districts, and state agencies, for the purpose of influencing the major land use approval. The report must include the name of each public official, the date of the contact, and the nature of the contact.

vi. The client (if any) on whose behalf the Land Use Lobbyist sought to influence the major land use approval.

vii. Any other information required by the City Clerk through regulation consistent with the purposes and provisions of this Chapter.

b. Land Use Lobbyists must update the reports required by this Section at least two (2) days, but not more than twenty-one (21) days, before any meeting or public hearing at which an action relating to the major land use approval, or any component thereof, will be on the agenda.

(D) Employment of City Officers or Employees.

1. A Lobbyist registered or required to be registered pursuant to this Chapter, or an individual, corporation, firm or organization employing or represented by a Lobbyist registered or required to be registered who knowingly employs a City Officer or Employee shall file a written notice with the City Clerk.

a. The notice shall be filed with the City Clerk within ten (10) days after employing a City Officer or Employee. The notice shall be entitled, "Notice of Lobbyist Employing a City Officer or Employee" and shall contain the full name and business address of the person filing the statement, the full name of the City Officer or Employee the Lobbyist is employing, and the date the Lobbyist first employed the City Officer or Employee.

(E) Termination of Registration.

1. If Lobbyists file a declaration attesting to the termination of Lobbying Activity no later than the date the annual registration or quarterly disclosure is due, they will not be required to file any further Lobbyist Disclosure Reports. This declaration must be accompanied by a final Lobbyist Disclosure Report, disclosing any Lobbying Activities that occurred during the quarter of termination.

(F) 1.28.050 Identification of Clients.

1. Unless otherwise excused by law, each lobbyist who appears before the City Council or City board, commission or committee to engage in lobbying activities shall identify himself or herself and the client(s) he or she represents upon addressing the body.

2. Any lobbyist who makes an oral lobbying contact with a City representative shall, at the time of the initial lobbying contact with each City representative, identify himself or herself as a registered lobbyist and identify the client or clients on whose behalf the lobbying contact is made.

3. Any lobbyist who makes an initial written lobbying contact (including an

electronic communication) with a City representative and/or City employee shall identify the client(s) on whose behalf the lobbying contact is made and identify himself or herself as a registered lobbyist.

(F) Submission of Information. All information required under this section shall be submitted to the City Clerk in the format designated by the City Clerk.

(G) Verification of Information. Lobbyists shall verify, under penalty of perjury, the accuracy and completeness of the information provided under this chapter

(H) Retention of Documents. Lobbyists are requested retain for a period of five (5) years all books, papers and documents necessary to substantiate the registration and disclosure reports required by this Chapter.

1.20.040 EXEMPTION.

The following persons are exempt from the requirements of this Chapter unless otherwise specified:

(A) A public official acting in his or her official capacity.

(B) A person engaged solely in publication or broadcasting of news items, editorials, or commentary which directly or indirectly urges governmental action.

(C) A person hired by the City for work performed on behalf of City, or a person who prepares documents for approval by the City under the California Environmental Quality Act of 1970, or a person who has been specifically invited by a City official for the purpose of giving testimony in aid of the body or person extending the invitation or invited to attend a meeting such as a City task force or department committee meeting to provide information or assistance requested by City staff.

(D) The owner of a business whose attempts to influence governmental action are on behalf of the business and:

1. The owner or business has not retained a person to engage in Lobbying Activity on behalf of the owner or business; or
2. Officers or employees of the business (not including the owner) have not engaged in Lobbying Activity on behalf of the owner or business
3. This exemption applies only to the threshold for becoming an In-House Lobbyist as defined in this Chapter. An owner of a business who meets this exemption is subject to the requirements of this Chapter if he or she meets the definition of Contract Lobbyist or Expenditure Lobbyist as defined under this Chapter.

(E) A person whose attempts to influence governmental action limited to:

1. Publicly appearing at a public meeting, public hearing, or other official proceeding open to the public; and/or
2. Preparing, processing or submitting documents or writings in connection with governmental action for use at a public meeting, public hearing, or other official proceeding open to the public.

(F) A person whose sole activity includes one (1) or more of the following:

1. Submitting a bid on a competitively bid contract or other solicitation for goods or services;
2. Submitting a written response to a request for proposals or qualifications or other solicitation for goods or services;
3. Participating in an oral interview or other process in connection with a request for proposals or qualifications, or other solicitation for goods or services; or
4. Negotiating the terms of an agreement with the City official authorized to negotiate such an agreement.

(G) A person who meets with City officials solely to lodge "whistleblower" complaints

relating to improper governmental activity such as mismanagement, waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

(H) A person who meets with the City Attorney or City Clerk regarding any claim or litigation matter, negotiation of any agreements where the City is a party, or the requirements or interpretation of this chapter.

(I) Members of non-profit organizations or the uncompensated members of the board of directors of a non-profit organization when they attempt to influence City officials on behalf of the non-profit organization.

(J) Members of neighborhood associations, neighborhood advisory committees, or project area committees.

(K) A person whose communications are solely related to:

1. The establishment, amendment, administration, implementation, or interpretation of a collective bargaining agreement or a memorandum of agreement between the City and a recognized employee organization;
2. Management decisions as to the working conditions of represented employees that clearly relate to the terms of a collective bargaining agreement or memorandum of agreement between the City and a recognized employee organization; or

(L) A person whose communications with City officials are solely in connection with the administration of an existing contract or agreement between the person and the City.

(M) Compensated officers or employees of a nonprofit organization with tax exempt status under Section 501(c)(3) of the Internal Revenue Code whose attempts to influence governmental action are on behalf of the organization.

(N) A person performing a duty or professional service that requires a license, including but not limited to attorneys, architects, certified public accountants (CPAs), or engineers licensed to practice in the State of California.

1.20.050 PROHIBITIONS.

(A) No Lobbyist shall commit any of the following acts:

1.Deception. Deceiving or attempting to deceive any City official regarding any material fact pertaining to any pending or proposed legislative or administrative action.

2. Unauthorized Communications. Sending or causing any communication to be sent to any City official in the name of any non-existent person or in the name of an existing person without the express or implied consent of such person.

3. Fictitious Persons. Contacting any City official in the name of any non-existent person or in the name of any existing person, except with the consent of such existing person.

4. Indirect Violations. Attempting to evade the requirements of this chapter through indirect efforts or through the use of agents, associates, intermediaries, or employees.

5. Creation of Obligations. Performing or sponsoring any act with the purpose and intent of placing any City official under personal obligation to the lobbyist.

6. Appearance of Obligations. Representing, directly or indirectly, orally or in writing, that he or she can control or obtain the vote or action of any City Official.

7. Unlawful Gifts. Making gifts to any City official aggregating more than $10 in a calendar month; acting as an agent or intermediary in the making of such gifts; or arranging for the making of such gifts by any other person.

(B) No Elected Officer shall accept any Contribution from a person registered

pursuant to this chapter where the person's Lobbyist Disclosure Report includes the Elective City Office that the Elected Officer holds.

(C) No Candidate or Controlled Committee shall accept any Contribution from a person registered pursuant to this chapter where the person's Lobbyist Disclosure Report includes the Elective City Office to which the Candidate is seeking election.

(D) An Elected Officer, Candidate or Controlled Committee may reasonably rely on the information contained in the most recent list of registrants compiled by the City Clerk in determining whether Contributions may be accepted from any person. Acceptance of Contributions which would not be prohibited based on the information set forth in the City Clerk's most recent list of registrants shall not constitute a violation of this section.

(E) No City official shall knowingly accept any gift from an individual registered pursuant to this chapter. An Elected Officer, Candidate or Controlled Committee may reasonably rely on the information contained in the most recent list of registrants compiled by the City Clerk in determining whether a gift may be accepted from an individual.

1. Acceptance of a gift from an individual or entity not on the City Clerk's most recent list of registrants shall not constitute a violation of this section unless the Elected Officer, Candidate or Controlled Committee knows that the individual or entity making the gift has registered, even though the registrant has not been included on the list.

1.20.060 PENALTIES.

(A) Negligent and unintentional violations of this chapter shall be punishable in accordance with procedures set forth in Chapter 1.18 (Administrative Citation) of this Code.

(B) Administrative fines for negligent and unintentional violations of this chapter shall be assessed in the following amounts:

1. A fine not exceeding two hundred and fifty dollars ($250.00) for a first violation;
2. A fine not exceeding five hundred dollars ($500.00) for a second violation within two (2) years from the date of a prior violation; and
3. A fine not exceeding one thousand dollars ($1,000.00) for a third violation, or any subsequent violation, within two (2) years from the date of any prior violation(s).

(C) The City Clerk shall post on the City website and make available to the public a list of all Lobbyists who have received notices or paid fines for violating the provisions of this chapter within the previous four (4) years.

(D) Willful, knowing, or intentional violations of the provisions of this Chapter shall be liable in a civil action brought by the Office of the City Attorney. Any violation of the provisions of this chapter may result in civil penalties of up to five thousand dollars $5,000.00 per violation, or the amount of the compensation received for the Lobbying Activity, whichever is greater.

(E) Three (3) negligent or unintentional violations, or one (1) intentional violation of this Chapter shall result in a prohibition against engaging in Lobbying Activity for compensation. Such debarment will be in effect for two (2) years from the date the City Clerk determines that a violation has occurred or until the Lobbyist has come into compliance with this Chapter, whichever is later.

(F) Violation of this Chapter shall not constitute a criminal misdemeanor.

1.20.070 ENFORCEMENT.

(A) Any person may file a complaint with the City Clerk alleging a violation of this Chapter.

(B) Enforcement protocol.

1. Upon discovering a potential violation of this Chapter, the City Clerk must notify the Lobbyist of the alleged violation and the requirements of this chapter. Persons notified of a potential violation will have thirty (30) days to correct the error or demonstrate to the City Clerk that they have not violated this Chapter.

2. The City Clerk, or their designee, will investigate alleged violations of this Chapter in conjunction with the Office of the City Attorney.

a) The City Clerk has the power to inspect all documents required to be maintained by this Chapter.

b) The City Clerk may issue an order to show cause to any person for violations under this Chapter. Such an order must specify a time and place where such person must appear to provide evidence that he or she has complied with the requirements of this Chapter.

3. The City Clerk shall assess and collect fees and administrative penalties as an Enforcement Officer, in conjunction with the Office of the City Attorney, in compliance with the administrative procedures established by Chapter 1.18 (Administrative Citation) of this Code.

4. Decisions of the City Clerk shall be appealable to a Hearing Officer established by Chapter 1.18 (Administrative Citation) of this Code.

(C) In addition to any other remedies provided in this Chapter or any other law, ordinance, or regulation, and regardless of whether the administrative enforcement process in this chapter has occurred, the Office of the City Attorney may bring a civil action against any person who has violated or is violating any provision of this Chapter. Any person determined by a court to have violated this Chapter may be subject to civil penalties provided in this Chapter and any other relief ordered by the court.

(D) The City Clerk may promulgate rules, regulations, guidelines, and policies to implement and administer the provisions of this Chapter.

a. The City Clerk is authorized to establish policies and procedures necessary for the implementation of the program, including, but not limited to, public outreach, advertising, marketing, training sessions, seminars, and conducting both public and internal City training programs.

b. The City Clerk may collaborate with internal departments and external partners to promote the program's success.

c. The City Clerk is further authorized to make technical amendments to policies, applications, and filing forms as necessary.

d. The City Clerk is also empowered to allocate and expend general fund resources as budgeted and approved by the City Council for the implementation of the program and to perform such other duties as may be necessary to fulfill the purposes of this ordinance.

SECTION 2. CODIFICATION.

Sections 1.20.010 through 1.20.070, inclusive, of this ordinance shall be codified. The remaining sections of this ordinance shall not be codified.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Chapter. Every section, subsection, sentence, clause, or phrase of this Chapter is severable from all

other sections, subsections, sentences, clauses, or phrases.

SECTION 4. EFFECTIVE DATE.
This ordinance shall take effect and be in full force and effect November 6, 2025. Before the expiration of fifteen (15) days after the passage of this ordinance, the entire ordinance or a summary of the ordinance shall be published once with the names of the members of the City Council voting for and against the ordinance in a newspaper of general circulation published in the City of Hollister, State of California.

INTRODUCED at a regular City Council meeting on September 15, 2025 and adopted as an ordinance of the City of Hollister at a regular City Council meeting on October 6, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Roxanne Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, JENNIFER WOODWORTH, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Ordinance No. 1265 is an original ordinance, or true and correct copy of a City ordinance, duly adopted by the Council of the City of Hollister at a regular meeting of said Council held on October 6, 2025, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

_____
Jennifer Woodworth, MMC
City Clerk of the City of Hollister

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Finance-2025-19

AGENDA ITEM: WARRANT REGISTER

DEPARTMENT: Adminstrative Services
DEPARTMENT HEAD: Grizelle Gonzalez, Management Analyst
STAFF CONTACT: Maricela Romero, Acct Tech II

RECOMMENDED ACTION: Ratify and approve the warrant registers for the General-Special-Enterprise-Assessment Funds attached.

FISCAL IMPACT: 24/25 25/26

ATTACHMENTS:

1. Expense Approval Register PYR 7-30-25
2. Expense Approval Register AP 8-5-25
3. Expense Approval Register DP 8-6-25
4. Expense Approval Register AP 8-6-25
5. Expense Approval Register AP 8-13-25
6. Expense Approval Register PYR 8-13-25
7. Expense Approval Register DP 8-15-25

STAFF REPORT
CITY COUNCIL AGENDA

DATE: July 30, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	
Special Fund:	
Capital Projects Fund:	
Enterprise Fund:	
Assessment Fund:	
Fund 850/851	
Amount Transferred to Payroll:	$708,430.90
TOTAL AMOUNT DISBURSED:	$708,430.90

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Payroll Check Register
Report Summary
Pay Period: 7/12/2025-7/25/2025

Packet: PYPKT03879 - PPE 07/25/25 PAID 07/30/25
Payroll Set: CITY OF HOLLISTER - 01

Type	Count	Amount
Regular Checks	4	2,922.30
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	249	705,508.60
Total	**253**	**708,430.90**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 5, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	$496,406.19
Special Fund:	$177,268.79
Capital Projects Fund:	$15,000.00
Enterprise Fund:	$924,496.08
Assessment Fund:	$711.79
Fund 850/851	$353.88
Amount Transferred to Payroll:	
TOTAL AMOUNT DISBURSED:	$1,614,236.73

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Expense Approval Register

Packet: APPKT21251 - AP CK RUN 8-5-25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General Fund					
DAMM SOFTWATER SERVICE	00770370	06/05/2025	Water Delivery to 1331 sout	101-2025-725005	19.00
DAMM SOFTWATER SERVICE	00795097	05/08/2025	Water Delivery 1331 south st	101-2025-725005	19.00
DAMM SOFTWATER SERVICE	00795752	05/08/2025	Water Delivery for 1331 sout	101-2025-725005	20.50
BALCO HOLDINGS INC.	22254029	06/03/2025	Fire Alarm monitoring for 13	101-2025-740016	1,090.32
BALCO HOLDINGS INC.	22266278	06/04/2025	Bay Alarm Security Service fo	101-2025-740016	414.33
DESIGN LINE & GRANGER PR	30754	05/09/2025	Quarantine Agreement, art r	101-2025-710030	192.28
GREATAMERICA FINANCIAL S	39310352	05/17/2025	1331 South St Fax/printer/sc	101-2025-710001	373.82
DAMM SOFTWATER SERVICE	455712	05/31/2025	1331 South St water dispens	101-2025-725005	8.95
P G AND E	8918236832-7 5.25	05/23/2025	1331 South St PG&E	101-2025-725001	2,232.20
FLINTSTONE ENTERPRISES	9458	05/31/2025	Communal Cremations & co	101-2025-740010	1,100.00
CARRILLO, ALYSSA	Bautista 5.8.25	05/08/2025	Boot reimbustment for Alyss	101-2025-731000	119.24
SAN BENITO VETERINARY CE	33093	06/25/2025	Euthanasia	101-2025-710016	50.00
ROBERT E. WAGNER, INC.	INV0046039	06/25/2025	ROBERT E. WAGNER, INC.	101-1000-490100	498.27
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	375 5TH ST_COVER PERIOD_	101-1100-710045	327.53
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	339 5TH ST_COVER PERIOD_	101-4000-710045	245.66
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	339 5TH ST_COVER PERIOD_	101-4010-710045	81.88
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	1321 SOUTH ST_COVER PERI	101-5005-710045	81.90
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	1321 SOUTH ST_COVER PERI	101-5010-710045	81.88
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	1321 SOUTH ST_COVER PERI	101-7000-710045	81.88
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	300 WEST ST_COVER PERIOD	101-8000-710045	327.54
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	MISAC Annual Membership -	101-1157-710055	130.00
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	MISAC Training (Microsoft Se	101-1157-722010	595.00
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	SimpleMDM - 5/24/2025	101-1157-740027	11.20
SENIORS COUNCIL OF SANTA	FY2425	05/20/2025	1100-FY 2024/25 - AREA AGE	101-1100-749001	9,500.00
U.S. BANK CORP. PAYMENT S	MIRRIONE, D 06/25	06/23/2025	FACEBOOK ADVERTISING - 0	101-1120-730000	8.00
U.S. BANK CORP. PAYMENT S	MIRRIONE, D 06/25	06/23/2025	FACEBOOK ADVERTISING - 0	101-1120-730000	12.00
U.S. BANK CORP. PAYMENT S	MIRRIONE, D 06/25	06/23/2025	FACEBOOK ADVERTISING - 0	101-1120-730000	1.04
U.S. BANK CORP. PAYMENT S	MIRRIONE, D 06/25	06/23/2025	FACEBOOK ADVERTISING - 0	101-1120-730000	3.56
U.S. BANK CORP. PAYMENT S	MIRRIONE, D 06/25	06/23/2025	FACEBOOK ADVERTISING - 0	101-1120-730000	14.00
SAN BENITO VETERINARY CE	24920	01/23/2025	Emergency exam, Xrays,Dislo	101-2025-710016	613.68
SAN BENITO VETERINARY CE	24941	01/17/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	24976	02/21/2025	K9 NEUTER 0-20LBS	101-2025-710016	85.00
SAN BENITO VETERINARY CE	24976	02/21/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	25217	02/26/2025	Medication	101-2025-710016	52.97
SAN BENITO VETERINARY CE	25316	02/27/2025	Labs, Euthanasia	101-2025-710016	175.00
SAN BENITO VETERINARY CE	25387	02/28/2025	Labs	101-2025-710016	46.50
SAN BENITO VETERINARY CE	25728	03/06/2025	Labs, Medication	101-2025-710016	93.88
SAN BENITO VETERINARY CE	25749	02/21/2025	K9 neuter 21-50lbs, Rabies v	101-2025-710016	14.00
SAN BENITO VETERINARY CE	25749	02/21/2025	K9 neuter 21-50lbs, Rabies v	101-2025-710016	110.00
SAN BENITO VETERINARY CE	26009	03/11/2025	Skin Scraping, Flea Treatmen	101-2025-710016	127.54
SAN BENITO VETERINARY CE	26082	03/12/2025	K9 Neuter 21-50lbs	101-2025-710016	110.00
SAN BENITO VETERINARY CE	26082	03/12/2025	Rabies Vaccines	101-2025-710016	14.00
SAN BENITO VETERINARY CE	26354	03/18/2025	K9 Spay +51Lbs	101-2025-710016	255.00
SAN BENITO VETERINARY CE	26354	03/18/2025	Rabies Vaccines	101-2025-710016	14.00
SAN BENITO VETERINARY CE	26389	03/06/2025	Fluids, Medication, Tooth Ext	101-2025-710016	768.40
SAN BENITO VETERINARY CE	26444	03/19/2025	K9 Neuter 21-50 lbs	101-2025-710016	110.00
SAN BENITO VETERINARY CE	26444	03/19/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	26610	03/21/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	26610	03/21/2025	K9 Neuter 21-50lbs	101-2025-710016	110.00
SAN BENITO VETERINARY CE	26671	03/22/2025	Medicated Food	101-2025-710017	82.25
SAN BENITO VETERINARY CE	26859	03/26/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	27413	04/04/2025	Labs, Medication	101-2025-710016	256.42
SAN BENITO VETERINARY CE	27931	04/14/2025	Euthanasia	101-2025-710016	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAN BENITO VETERINARY CE	28233	04/18/2025	Bloodwork	101-2025-710016	80.00
SAN BENITO VETERINARY CE	28381	04/21/2025	Write up, Euthanasia	101-2025-710016	62.00
SAN BENITO VETERINARY CE	28776	04/28/2025	K9 Neuter 0-20lbs, Cryptochi	101-2025-710016	203.13
SAN BENITO VETERINARY CE	28978	04/30/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	29023	05/01/2025	Labs, Medication	101-2025-710016	208.75
SAN BENITO VETERINARY CE	29261	05/05/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	29261	05/05/2025	K9 Spay 0-20lbs	101-2025-710016	155.00
SAN BENITO VETERINARY CE	29373	05/06/2025	Sub-q Fluid Therapy treatme	101-2025-710016	15.00
SAN BENITO VETERINARY CE	29804	05/13/2025	Nail Removal, Treatment, Me	101-2025-710016	199.06
SAN BENITO VETERINARY CE	29899	05/14/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30008	05/16/2025	Wound Treatment, Medicati	101-2025-710016	1,287.32
SAN BENITO VETERINARY CE	30270	05/20/2025	Medication	101-2025-710016	32.78
SAN BENITO VETERINARY CE	30292	05/20/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30536	05/15/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30578	05/27/2025	Vaccination	101-2025-710016	15.75
SAN BENITO VETERINARY CE	30641	05/05/2025	Medication	101-2025-710016	134.74
SAN BENITO VETERINARY CE	30642	05/27/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30643	05/27/2025	Parvo test, vaccine	101-2025-710016	55.75
SAN BENITO VETERINARY CE	30644	05/14/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30645	05/14/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30646	05/14/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30648	05/28/2025	Medication	101-2025-710016	63.28
SAN BENITO VETERINARY CE	30649	05/06/2025	Sub-q Fluid Therapy Treatme	101-2025-710016	15.00
SAN BENITO VETERINARY CE	30650	03/11/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30651	05/05/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30653	04/08/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30656	04/14/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30658	03/06/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	30659	03/10/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	30659	03/10/2025	K9 Neuter +51Lbs	101-2025-710016	135.00
SAN BENITO VETERINARY CE	30763	05/29/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	30846	05/30/2025	Rabies Vaccine	101-2025-710016	14.00
SAN BENITO VETERINARY CE	30846	05/30/2025	K9 Neuter 21-50lbs	101-2025-710016	110.00
SAN BENITO VETERINARY CE	30923	05/31/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	31020	06/02/2025	Triple Snap Test	101-2025-710016	40.00
SAN BENITO VETERINARY CE	31075	06/03/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	31128	06/04/2025	Rabies	101-2025-710016	14.00
SAN BENITO VETERINARY CE	31128	06/04/2025	K9 Spay 0-20lbs,Mass remov	101-2025-710016	399.08
SAN BENITO VETERINARY CE	31129	06/03/2025	Medication, Flea treatment	101-2025-710016	80.98
SAN BENITO VETERINARY CE	31130	05/28/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	31134	04/18/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	31150	05/06/2025	Fluid Therapy Sub-q treatme	101-2025-710016	15.00
SAN BENITO VETERINARY CE	31529	06/10/2025	Rabies	101-2025-710016	14.00
SAN BENITO VETERINARY CE	31529	06/10/2025	K9 Neuter 0-20 lbs	101-2025-710016	85.00
SAN BENITO VETERINARY CE	31701	06/12/2025	Parvo Test	101-2025-710016	40.00
SAN BENITO VETERINARY CE	31919	06/16/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	31948	06/17/2025	K9 Neuter 51+lbs, Rabies	101-2025-710016	149.00
SAN BENITO VETERINARY CE	32256	06/20/2025	Bloodwork, Labs	101-2025-710016	404.67
SAN BENITO VETERINARY CE	32378	06/23/2025	Feline Neuter	101-2025-710016	90.00
SAN BENITO VETERINARY CE	32507	06/24/2025	Rabies	101-2025-710016	14.00
SAN BENITO VETERINARY CE	32507	06/24/2025	K9 Neuter 21-50lbs	101-2025-710016	110.00
SAN BENITO VETERINARY CE	32549	06/25/2025	Parvo Test	101-2025-710016	40.00
SAN BENITO VETERINARY CE	32549	06/25/2025	Feline Spay	101-2025-710016	115.00
SAN BENITO VETERINARY CE	32764	06/27/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	32875	06/30/2025	K9 spay0-20lbs	101-2025-710016	155.00
SAN BENITO VETERINARY CE	32875	06/30/2025	rabies	101-2025-710016	14.00
SAN BENITO VETERINARY CE	33076	06/02/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33077	06/27/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33078	06/25/2025	Emergency Exam, Euthanasia	101-2025-710016	117.50
SAN BENITO VETERINARY CE	33086	06/25/2025	Euthanasia	101-2025-710016	50.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAN BENITO VETERINARY CE	33091	06/25/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33094	06/20/2025	Euthanasia	101-2025-710016	50.00
AT&T	000023594891	06/09/2025	339 5TH ST - CALNET	101-4000-725010	102.17
AT&T	000023594891	06/09/2025	339 5TH ST - CALNET	101-4005-725010	90.15
AT&T	000023594891	06/09/2025	339 5TH ST - CALNET	101-4010-725010	93.16
P G AND E	0385111790-7 6/25	06/23/2025	ISD-PGE-PARKHILL-JUNE25	101-1157-740014	99.16
INTERNATIONAL CITY/COUN	2025	07/01/2025	ICMA MEMBERSHIP - 07/01/	101-1120-710055	1,200.00
OCCUPATIONAL HEALTH CEN	86512752	04/14/2025	ANNUAL RESPIRATOR PHYSIC	101-8050-710016	389.00
OCCUPATIONAL HEALTH CEN	86802327	05/12/2025	PRE EMPLOYMENT PHYSICAL	101-8050-710016	966.00
OCCUPATIONAL HEALTH CEN	87018759	06/03/2025	DOT PHYSICAL- CASTILLO, ER	101-5005-710016	152.00
AT&T	8939763012	06/11/2025	ISD-ATT-ISP-JUNE25	101-1157-740014	733.09
U.S. BANK CORP. PAYMENT S	A.Bautista 6.25	06/23/2025	Hand Towels-Zep	101-2025-710015	129.63
U.S. BANK CORP. PAYMENT S	A.Bautista 6.25	06/23/2025	Bedding, powdered milk Rep	101-2025-710017	68.98
U.S. BANK CORP. PAYMENT S	A.Bautista 6.25	06/23/2025	Wet Kitten Food-Target	101-2025-710017	59.12
U.S. BANK CORP. PAYMENT S	BETANIO,R 06-25	06/23/2025	HPD - FOOD FOR DUI CHECK	101-2500-710015	242.47
U.S. BANK CORP. PAYMENT S	BETANIO,R 06-25	06/23/2025	HPD - SNACKS/WATER FOR D	101-2500-710015	43.31
U.S. BANK CORP. PAYMENT S	BETANIO,R 06-25	06/23/2025	HPD - HOTEL CHARGES DOU	101-2500-722010	212.66
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	POSTAGE STAMPS	101-2500-710005	146.00
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	MONTHLY SERVICE CHARGE	101-2500-710005	30.99
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	HOTEL STAY FOR SLI TRAININ	101-2500-710015	401.70
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	HPD - ERGONOMIC OFFICE C	101-2500-710015	616.50
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	RESEARCH TOOL FOR DETEC	101-2500-731006	75.00
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	POSTAGE STAMPS	101-4300-710005	365.00
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	HOTEL STAY FOR CACEO CON	101-4300-710015	907.15
U.S. BANK CORP. PAYMENT S	CASAREZ,T 06-25	06/23/2025	HOTEL STAY FOR CACEO CON	101-4300-722010	907.15
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	SQUARE HARDWARE FOR BIK	101-1100-710015	1,442.10
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	SQUARE_TRANSACTION TES	101-1100-733001	0.82
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	FEDEX_US BANK_5/20/2025	101-1155-710005	41.56
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	SQUARE_TRANSACTION TES	101-1155-740025	0.18
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	TRUE VALUE	101-8000-710015	141.74
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	SPOTIFY	101-8000-710015	19.99
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	ACE HARDWARE	101-8000-710015	99.50
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	ACE HARDWARE	101-8000-710015	188.02
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	ACE HARDWARE	101-8000-710015	147.43
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	ACE HARDWARE	101-8000-710015	253.11
U.S. BANK CORP. PAYMENT S	FLORES, A. 06/25	06/23/2025	ACE HARDWARE	101-8000-710015	93.05
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	SAFEWAY - VEHICLE COOLER	101-4000-710015	27.96
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	BNP ENR MEDIA - ENGINEERI	101-4000-710050	149.99
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	CA-NV PW WILL ALLEN CROS	101-4000-722010	6.00
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	CA-NV PW WILL ALLEN CROS	101-4000-722010	155.00
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	CA-NV ONLINE WEBINAR CO	101-4000-722010	60.00
U.S. BANK CORP. PAYMENT S	GONZALEZ, M.T 06/25	06/23/2025	CA-NV ONLINE WEBINAR CO	101-4000-722010	110.00
U.S. BANK CORP. PAYMENT S	REYNOSO,C 06-25	06/23/2025	REFUND ON TEAM BUILDING	101-2500-722010	-1,365.97
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	339 5TH ST ALARM BATTERY-	101-4005-710015	10.91
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	4005-22245 CAR WASH- QUI	101-5005-710071	22.99
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	FORKLIFT KEYS- HOLLISTER S	101-5010-710015	13.11
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - DUNNEVILLE- INC	101-2205-710015	291.46
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - CREW BOSS- WILD	101-2205-710015	324.26
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - THE FIRE STORE -	101-2205-710015	625.17
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - VEHCLE SAFETY SU	101-2205-710015	3.48
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - VEHCLE SAFETY SU	101-2205-710015	38.37
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - HAZMAT - CALIBRT	101-2205-710015	692.78
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - LUCKYS - ICE STATI	101-2205-710015	30.55
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - ACE HARWRE - 2.1	101-2205-710035	120.15
U.S. BANK CORP. PAYMENT S	UTZIG, J 06/25	06/23/2025	2205 CC - ADV,HETNG&SHEE	101-2205-722010	1,001.95
U.S. BANK CORP. PAYMENT S	VIA, WILLIAM 06/25	06/23/2025	CERTIFIED MAIL- UNITED STA	101-1100-710015	9.68
U.S. BANK CORP. PAYMENT S	VIA, WILLIAM 06/25	06/23/2025	RALLY CARD READER TEST- CI	101-1100-733001	0.82
U.S. BANK CORP. PAYMENT S	VIA, WILLIAM 06/25	06/23/2025	RALLY CARD READER TEST- CI	101-1155-740025	0.18
TROWBRIDGE ENTERPRISES	2438202-0	07/01/2025	190 MAPLE ST- COPY PAPER	101-1160-710001	66.63
VESTIS GROUP,INC	5110724564	07/03/2025	FINANCE MAT DELIVERY	101-1155-710015	36.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
PHANTOM FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
PHANTOM FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
PHANTOM FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
PHANTOM FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
TNT FIREWORKS	SITEDEPOSIT2025	07/11/2025	2025 SITE DEPOSIT REIMBUR	101-270001	100.00
AMAZON CAPITAL SERVICES,	19FW-QCP7-PQW6	07/04/2025	2205 - AMZN - LOCKERS & P	101-2205-710015	663.33
AMAZON CAPITAL SERVICES,	1MPH-KW99-RKMV	07/08/2025	2205 - AMZN - EXIT SIGNS, P	101-2205-710001	50.77
AMAZON CAPITAL SERVICES,	1RM1-PWPY-VGXK	07/08/2025	2205 - AMZN - 210A TONER -	101-2205-710001	173.19
AMAZON CAPITAL SERVICES,	1Y6F-T4GK-QT7X	07/04/2025	2205 - AMZN - CUSTOM SIG	101-2205-710001	17.45
HOLLISTER SAFE & LOCK INC.	38163	06/12/2025	DUPLICATE KEY- STANDARD S	101-8050-710040	32.78
KYOCERA DOCUMENT SOLUT	5034778184	07/01/2025	2205 - KBC DOCS - LEASE PY	101-1120-710015	290.97
KYOCERA DOCUMENT SOLUT	5034778184	07/01/2025	2205 - KBC DOCS - LEASE PY	101-2205-710045	290.97
KYOCERA DOCUMENT SOLUT	5034778184	07/01/2025	2205 - KBC DOCS - LEASE PY	101-2205-710045	290.97
VERIZON WIRELESS	6117387944	06/30/2025	HPD - VERIZON JUNE 2- JULY	101-1157-725010	38.01
VERIZON WIRELESS	6117387944	06/30/2025	HPD - VERIZON JUNE 2- JULY	101-2025-725010	325.42
VERIZON WIRELESS	6117387944	06/30/2025	HPD - VERIZON JUNE 2- JULY	101-2500-725010	3,765.02
VERIZON WIRELESS	6117387944	06/30/2025	HPD - VERIZON JUNE 2- JULY	101-4300-725010	268.46
FIRST TRUST ALARM COMPA	6605983	07/01/2025	2205 - FIRST TRUST-ALRM - F	101-2205-740015	161.32
FIRST TRUST ALARM COMPA	6606420	07/01/2025	2205 - FIRST TRUST - ALRM -	101-2205-740015	167.86
HOLLISTER PAINT CO., INC.	JKQ79	07/15/2025	Zinsser Cover Stain Spray	101-8000-710040	58.93
UNITED PARCEL SERVICE	00000872Y8275	06/14/2025	2205 - UPS - LTE FEE 6/2025	101-2205-710005	1.07
UNITED PARCEL SERVICE	00000872Y8285	06/13/2025	2205 - UPS - SHIPMENT TO S	101-2205-710005	23.05
BLUE TRITON BRANDS INC	05G8720016357	07/04/2025	2205 - PRIMO BRANDS - WAT	101-2205-710015	94.68
BLUE TRITON BRANDS INC	05G8720016357	07/04/2025	2205 - PRIMO BRANDS - WAT	101-2205-710015	94.68
BLUE TRITON BRANDS INC	05G8720016357	07/04/2025	2205 - PRIMO BRANDS - WAT	101-2205-710015	94.68
BLUE TRITON BRANDS INC	05G8720016357	07/04/2025	2205 - PRIMO BRANDS - WAT	101-2205-710015	94.70
TORO PETROLEUM CORP.	0711267-IN	06/23/2025	2205 - TORO - RNWABLE DIE	101-2205-710035	2,027.78
WILLIAM HUTCHISON	1166	07/15/2025	"Labor and material to snake	101-8050-710040	180.00
CHARTER COMMUNICATION	170024101070125	07/01/2025	2205 - SPECTRUM - FS1 7/25	101-2205-710020	155.09
AMAZON CAPITAL SERVICES,	1DTD-4PYW-TGWF	07/09/2025	2205 - AMZN - LNDRY & CLNI	101-2205-710015	242.25
AMAZON CAPITAL SERVICES,	1G7G-MTRQ-4GJ9	07/10/2025	2205 - AMZN - TILT PAPER - F	101-2205-710015	78.89
AMAZON CAPITAL SERVICES,	1PPX-QMPH-617N	07/10/2025	2205 - AMZN - TONER - FS1	101-2205-710001	166.10
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	101-2205-735001	3,738.40
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	101-2205-735001	3,795.54
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	101-2205-735001	2,876.12
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	101-2205-735001	2,569.38
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	101-2205-735001	1,680.01
P G AND E	3305629134-8 07/2025	07/07/2025	2205 - PG&E - FS2 - GAS & EL	101-2205-725001	2,149.86
W.W.GRAINGER, INC.	9573537553	07/15/2025	Model Lo-side box, steel	101-8050-750070	1,780.53
BAYSPORT INC	C250626	06/30/2025	2205 - BTSPORTS - FIRE DEPT	101-2205-710016	30,615.00
AMAZON CAPITAL SERVICES,	11MY-VVJQ-7LJW	07/16/2025	Wireless Keyboard	101-8000-710001	25.15
ART BLACK	125257	07/11/2025	2205 - CAMEL FIRE - FIRE SP	101-2205-730000	200.00
ART BLACK	125260	07/11/2025	2205 - CARMEL FIRE - FIRE S	101-2205-730000	200.00
ART BLACK	125261	07/11/2025	2205 - CARMEL FIRE - FIRE S	101-2205-730000	200.00
AMAZON CAPITAL SERVICES,	1JMC-QM9K-WTFW	07/16/2025	White board, power strip, co	101-8000-710001	375.82
AMAZON CAPITAL SERVICES,	1LDR-CHC3-C1PT	07/14/2025	2205 - AMZN - CLNING SUPP	101-2205-710015	50.52
AMAZON CAPITAL SERVICES,	1RP9-1RJD-3WPG	07/14/2025	2205 - AMZN - CLNING SUPP	101-2205-710015	187.15
AMAZON CAPITAL SERVICES,	1RP9-1RJD-T3PP	07/16/2025	Scotch tape, white out, mani	101-8000-710001	77.10
AMAZON CAPITAL SERVICES,	1WHM-LFJY-X369	07/15/2025	2205 - AMZN - PACKINGTAPE	101-2205-710001	21.83
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	101-1155-710045	43.34
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	101-130001	92.86
HOLLISTER AUTO PARTS, INC.	004406	04/17/2025	TIRE VAL	101-2500-710077	60.78
HOLLISTER AUTO PARTS, INC.	006571	05/08/2025	BATTERY CORE DEPOSIT	101-2205-710074	-1,591.69

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAMM SOFTWATER SERVICE	00774742	07/03/2025	PUBLIC WORKS WATER	101-5005-710015	4.96
DAMM SOFTWATER SERVICE	00774742	07/03/2025	PUBLIC WORKS WATER	101-5010-710015	4.96
DAMM SOFTWATER SERVICE	00774824	07/02/2025	HPD - WATER DELIVERY	101-2500-710015	81.75
HOLLISTER AUTO PARTS, INC.	008516	05/28/2025	2205-11917 BRAKE PADS	101-2205-710074	-91.75
HOLLISTER AUTO PARTS, INC.	009833	06/10/2025	5010-80303 CORE DEPOSIT	101-5005-710079	-98.33
HOLLISTER AUTO PARTS, INC.	011012	06/20/2025	CORE DEPOSIT	101-5005-710076	-19.66
HOLLISTER AUTO PARTS, INC.	011230	06/23/2025	2500-92129	101-2500-710077	151.75
HOLLISTER AUTO PARTS, INC.	011251	06/23/2025	DISC BRAKE PADS	101-2500-710077	120.08
HOLLISTER AUTO PARTS, INC.	011842	06/30/2025	HEADLIGHT SOCKET	101-2500-710077	7.25
HOLLISTER AUTO PARTS, INC.	011859	06/30/2025	2500-105 BLISTER CAPSULES	101-2500-710077	12.48
HOLLISTER AUTO PARTS, INC.	012709	07/09/2025	2500-92129 DISC PADS	101-2500-710041	627.73
HOLLISTER AUTO PARTS, INC.	013033	07/11/2025	2500 AIR FILTER	101-2500-710041	268.26
HOLLISTER AUTO PARTS, INC.	013194	07/14/2025	2500-91601 BRAKE ROTORS/	101-2500-710041	274.92
HOLLISTER AUTO PARTS, INC.	013195	07/14/2025	ENGINE OIL FILTER	101-2500-710041	28.59
HOLLISTER AUTO PARTS, INC.	013195	07/14/2025	ENGINE OIL FILTER	101-8050-710041	28.60
HOLLISTER AUTO PARTS, INC.	013243	07/14/2025	5010-E2033	101-5010-710041	5.45
AMAZON CAPITAL SERVICES,	11CV-FF3F-QKXH	07/11/2025	PUBLIC WORKS SUPPLIES	101-5005-710001	57.42
SAN BENITO TIRE INC.	1-267674	05/31/2025	2500-92347 TIRES	101-2500-710077	183.54
SAN BENITO TIRE INC.	1-267691	06/02/2025	2500-91606 TIRES	101-2500-710077	202.14
SAN BENITO TIRE INC.	1-267998	06/10/2025	2500-92135 TIRES	101-2500-710077	185.73
SAN BENITO TIRE INC.	1-268978	07/10/2025	2500-91819 TIRES	101-2500-710041	45.92
MANDEGO INC.	17945	06/24/2025	SAFETY VEST RALLY	101-5010-710015	486.38
MANDEGO INC.	17945	06/24/2025	SAFETY VEST RALLY	101-7000-710015	486.38
AMAZON CAPITAL SERVICES,	1FYY-FHJN-FVC6	07/09/2025	HPD - CALIFORNIA REPUBLIC	101-2500-710015	65.54
AMAZON CAPITAL SERVICES,	1GLN-GVQH-CH6C	07/02/2025	PUBLIC WORKS SUPPLIES	101-5005-710015	10.71
AMAZON CAPITAL SERVICES,	1HX1-3QXY-FC34	07/10/2025	PUBLIC WORKS SUPPLIES	101-5005-710015	16.35
AMAZON CAPITAL SERVICES,	1NWT-CXDQ-PG47	07/10/2025	HPD - LONG LASTING LITHIU	101-2500-710015	9.03
AMAZON CAPITAL SERVICES,	1P41-YXQY-QNPH	07/09/2025	HPD - AMERICAN FLAG REPL	101-2500-710015	52.42
COUNTY OF MERCED	2026 TRAINING WORKSHOP	07/09/2025	HPD - LE CHIEF ASSOCIATION	101-2500-722010	400.00
BRIGANTINO IRRIGATION, IN	220000115771	07/10/2025	SOUTH/EAST ST POLE	101-5010-710040	28.62
TROWBRIDGE ENTERPRISES	2438081-0	06/30/2025	PUBLIC WORKS OFFICE SUPP	101-5005-710001	262.15
TRAVIS DELANO	3201	07/14/2025	HPD - ROCK CHIP REPAIR TO	101-2500-710041	90.00
CLARK PEST CONTROL OF ST	37845376	07/10/2025	361 5TH ST - PEST CONTROL	101-4005-710040	123.00
CLARK PEST CONTROL OF ST	37845526	07/10/2025	PEST AWAY 1321 SOUTH ST	101-5005-730000	44.20
CLARK PEST CONTROL OF ST	37845526	07/10/2025	PEST AWAY 1321 SOUTH ST	101-5010-730000	44.20
CLARK PEST CONTROL OF ST	37845526	07/10/2025	PEST AWAY 1321 SOUTH ST	101-7000-730000	44.20
CLARK PEST CONTROL OF ST	37846303	07/10/2025	339 5TH ST - PEST CONTROL	101-4000-740279	35.70
CLARK PEST CONTROL OF ST	37846303	07/10/2025	339 5TH ST - PEST CONTROL	101-4005-710040	34.65
CLARK PEST CONTROL OF ST	37846303	07/10/2025	339 5TH ST - PEST CONTROL	101-4010-740017	34.65
CINTAS CORPORATION NO. 3	4236789576	07/14/2025	HPD - TRAFFIC/SCRAPER MA	101-2500-710015	73.87
VESTIS GROUP,INC	5110724908	07/04/2025	MOPS/SCRAPERS/TOWELS	101-5005-710015	53.47
VESTIS GROUP,INC	5110724908	07/04/2025	FLEET UNIFORMS	101-5005-731000	37.45
VESTIS GROUP,INC	5110724909	07/04/2025	1321 SOUTH MATS	101-5005-710015	15.42
VESTIS GROUP,INC	5110724909	07/04/2025	1321 SOUTH MATS	101-5010-710015	15.41
VESTIS GROUP,INC	5110724909	07/04/2025	1321 SOUTH MATS	101-7000-710015	15.41
VESTIS GROUP,INC	5110724910	07/04/2025	1291 SOUTH MATS	101-5005-710015	2.51
VESTIS GROUP,INC	5110724910	07/04/2025	1291 SOUTH MATS	101-5010-710015	2.51
VESTIS GROUP,INC	5110724910	07/04/2025	1291 SOUTH MATS	101-7000-710015	2.51
VESTIS GROUP,INC	5110724911	07/04/2025	FACILITIES/SEWER/STORM/	101-5010-731000	52.28
MAVERICK WELDING SUPPLY,	51213	07/09/2025	PARTS	101-5005-710015	35.59
MAVERICK WELDING SUPPLY,	51239	07/15/2025	PART	101-5005-710015	-35.59
MAVERICK WELDING SUPPLY,	51240	07/15/2025	2205-9290 FUEL LIFT PUMP	101-5005-710015	27.36
CONSOLIDATED ELECTRICAL	7719-1051722	06/26/2025	STRING LIGHTS	101-7000-710015	1,751.63
FIRST ALARM	895786	06/30/2025	ADDITION OF INSPECTIONS T	101-1100-710040	48.00
HOLLISTER AUTO PARTS, INC.	997921	02/12/2025	PLIER HOSE CLAMP	101-5005-710015	39.19
CA DEPT OF CONSERVATION	APRIL-JUNE 2025	06/30/2025	BUILDING SMIP APRIL-JUNE	101-280007	2,081.00
CALIFORNIA BUILDING STAN	APRIL-JUNE 2025	06/30/2025	BUILDING GREEN FEE REIMB	101-280020	833.40
FASTENAL COMPANY	CAHOS69968	06/09/2025	CABLE/CLAMPS RALLY	101-5010-710015	1,122.87
FASTENAL COMPANY	CAHOS70215	06/27/2025	CLIPS	101-7000-710015	355.06
4Leaf Inc	J1762-25D Rev	05/31/2025	BUILDING SERVICES MAY 202	101-4005-730000	150,698.19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4Leaf Inc	J1762-25E	06/30/2025	BUILDING SERVICES JUNE 20	101-4005-730000	118,929.80
4Leaf Inc	J4019A15	06/30/2025	4LEAF ASSIST - PLANNING DI	101-4010-730000	40,435.00
CALIFORNIA BUILDING STAN	JAN-MAR 2025	03/31/2025	BUILDING GREEN FEE REIMB	101-280020	916.20
CA DEPT OF CONSERVATION	JAN-MARCH 2025	03/31/2025	BUILDING SMIP JAN-MARCH	101-280007	2,729.00
LIAONING BENEFIT PETROLE	PD042025-062025	06/30/2025	HPD - CAR WASH EXPENSES	101-2025-710015	48.00
LIAONING BENEFIT PETROLE	PD042025-062025	06/30/2025	HPD - CAR WASH EXPENSES	101-2500-710015	624.00
LIAONING BENEFIT PETROLE	PD042025-062025	06/30/2025	HPD - CAR WASH EXPENSES	101-4300-710015	8.00
TYLER PROVOST	PROVOST,T BOOTS 25-26	07/14/2025	HPD - ANNUAL BOOT REIMB	101-2500-731000	87.39
HOLLISTER PAINT CO., INC.	QW4PQ	06/26/2025	PAINT RALLY	101-7000-710015	225.23
RUDOLFS, NICHOLAS	RUDOLFS,N BOOTS 25/26	07/02/2025	HPD ANNUAL BOOT REIMBU	101-2500-731000	208.97
DISASTER KLEENUP SPECIALI	SI-56941	05/07/2025	339 5TH ST_MOLD & MOIST	101-4000-710040	542.64
DISASTER KLEENUP SPECIALI	SI-56941	05/07/2025	339 5TH ST_MOLD & MOIST	101-4010-710040	1,053.36
WELLS, CHRISTOPHER	WELLS,C BOOTS 25-26	07/01/2025	HPD - ANNUAL BOOT REIMB	101-2500-731000	266.29
ALLEN, WILLIAM	JUNE REIMB 2025	06/25/2025	REIMB FOR PW INSP WA FO	101-4000-722010	366.23
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OFFICE SUPPLIES_7	101-1155-710001	36.94
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OPERATING SUPPLI	101-1155-710015	144.78
TADCO SUPPLY INC.	0000515662	07/11/2025	Gloves	101-2025-710015	567.88
DAMM SOFTWATER SERVICE	00774770	07/03/2025	1331 South St-Water Deliver	101-2025-725005	11.00
AMAZON CAPITAL SERVICES,	194X-DKRK-NRGT	07/22/2025	Rescue Disenfecting Cleaner	101-2025-710015	466.98
AMAZON CAPITAL SERVICES,	1C74-LHNC-GRCC	07/13/2025	Rescue Disenfecting Wipes f	101-2025-710015	147.45
AMAZON CAPITAL SERVICES,	1TVW-JDTG-HVWY	07/15/2025	Hand-Pump Sprayer	101-2025-710015	23.73
AMAZON CAPITAL SERVICES,	1VHQ-QT9P-WKLW	07/15/2025	Hand-pump Sprayer	101-2025-710015	7.91
MONTEREY BAY UNIFIED AIR	0004443	07/14/2025	FY 25-26 PER CAPITA ASSES	101-1105-710055	26,095.20
VESTIS GROUP,INC	5110729161	07/11/2025	TOWELS/UNIFORMS	101-5005-710015	60.20
VESTIS GROUP,INC	5110729161	07/11/2025	TOWELS/UNIFORMS	101-5005-731000	30.72
VESTIS GROUP,INC	5110729162	07/11/2025	1290 SOUTH MATS	101-5005-710015	2.50
VESTIS GROUP,INC	5110729162	07/11/2025	1290 SOUTH MATS	101-5010-710015	2.51
VESTIS GROUP,INC	5110729162	07/11/2025	1290 SOUTH MATS	101-7000-710015	2.51
VESTIS GROUP,INC	5110729163	07/11/2025	FACILITIES/SEWER/STORM/	101-5010-731000	52.28
VESTIS GROUP,INC	5110732337	07/17/2025	361 5TH ST- MAT RENTALS	101-4005-710045	44.66
VESTIS GROUP,INC	5110733367	07/18/2025	TOWELS/UNIFORMS	101-5005-710015	60.20
VESTIS GROUP,INC	5110733367	07/18/2025	TOWELS/UNIFORMS	101-5005-731000	30.72
VESTIS GROUP,INC	5110733368	07/18/2025	1321 SOUTH MATS	101-5005-710015	15.42
VESTIS GROUP,INC	5110733368	07/18/2025	1321 SOUTH MATS	101-5010-710015	15.41
VESTIS GROUP,INC	5110733368	07/18/2025	1321 SOUTH MATS	101-7000-710015	15.41
VESTIS GROUP,INC	5110733369	07/18/2025	MATS	101-5005-710015	2.50
VESTIS GROUP,INC	5110733369	07/18/2025	MATS	101-5010-710015	2.51
VESTIS GROUP,INC	5110733369	07/18/2025	MATS	101-7000-710015	2.51
VESTIS GROUP,INC	5110733370	07/18/2025	FACILITIES/SEWER/STORM/	101-5010-731000	307.90
DDH AFFILIATES INC	1940	06/04/2025	Sheetrock Repairs in ceilings	101-8050-710040	6,370.00
U.S. BANK CORP. PAYMENT S	2025-06-23_LATE FEE	06/23/2025	CAL-CARD_LATE FEE_6/23/2	101-1100-733001	121.89
DAMM SOFTWATER SERVICE	00771102	06/19/2025	1331 South St-Water Deliver	101-2025-725005	11.00
DAMM SOFTWATER SERVICE	00771888	06/30/2025	1331 South St Water dispen	101-2025-725005	8.95
DAMM SOFTWATER SERVICE	00771890	07/01/2025	HPD - WATER DISPENSER RE	101-4300-710015	9.00
CALIFORNIA POLICE CHIEFS	11416	07/01/2025	HPD - CPCA ASSOCIATION FE	101-2500-710055	803.00
CALIFORNIA POLICE CHIEFS	11902	07/01/2025	HPD - CPCA MEMBER DUES -	101-2500-710055	170.00
AMAZON CAPITAL SERVICES,	1DDW-4GD3-917F	07/01/2025	HPD - 55 GALLON CLEAR TRA	101-2500-710015	49.81
AMAZON CAPITAL SERVICES,	1VH1-XTPT-7MTY	07/01/2025	HPD - ELECTROLYTES/HYDRA	101-2500-710015	124.95
BALCO HOLDINGS INC.	22240547	07/01/2025	HPD - FIRE/SPRINKLER MONI	101-2500-740016	222.06
BALCO HOLDINGS INC.	22280525	07/01/2025	HPD - SECURITY ALARM SER	101-2500-740016	663.30
FIRSTTWO, INC	2863	07/01/2025	HPD - FIRST TWO LICENSE 25	101-2500-731006	5,400.00
VERIZON CONNECT FLEET US	318000076434	06/30/2025	2 - VEHICLES	101-1157-730000	115.72
VERIZON CONNECT FLEET US	318000076434	06/30/2025	2 - VEHICLES	101-4000-740109	115.72
VERIZON CONNECT FLEET US	318000076434	06/30/2025	1 - VEHICLE	101-4300-740109	57.86
VERIZON CONNECT FLEET US	318000076434	06/30/2025	7 - VEHICLES	101-5005-740109	460.14
VERIZON CONNECT FLEET US	318000076434	06/30/2025	18 - VEHICLES	101-5010-740109	1,041.48
VERIZON CONNECT FLEET US	318000076434	06/30/2025	1 - VEHICLE	101-8000-740109	57.86
VERIZON CONNECT FLEET US	318000076434	06/30/2025	10 - VEHICLE	101-8050-740109	578.60
Kimley-Horn and Associates I	32055105	05/31/2025	1620 BUENA VISTA DEV REVI	101-4000-740501	660.00
Kimley-Horn and Associates I	32077306	05/31/2025	2101 BERT DR OMC MAY 202	101-4000-740501	1,170.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Kimley-Horn and Associates I	32077330	05/31/2025	WOF PH. 3 MAY 2025	101-4000-740501	1,555.00
GREATAMERICA FINANCIAL S	39513849	06/23/2025	1331 South st printer/fax/sca	101-2025-710001	183.60
CINTAS CORPORATION NO. 3	4235368619	07/01/2025	HPD - SCRAPER/TRAFFIC MA	101-2500-710015	73.87
KYOCERA DOCUMENT SOLUT	55Y1542277	07/01/2025	339 5TH ST - UPSTAIRS COPIE	101-220001	85.07
KYOCERA DOCUMENT SOLUT	55Y1542277	07/01/2025	339 5TH ST - UPSTAIRS COPIE	101-4010-710045	31.47
KYOCERA DOCUMENT SOLUT	55Y1542278	07/01/2025	361 5TH ST - E31883 COPIER	101-220001	41.10
KYOCERA DOCUMENT SOLUT	55Y1542278	07/01/2025	361 5TH ST - E31883 COPIER	101-4005-710045	41.84
P G AND E	8918236832-7 6/25	06/25/2025	1331 South St pg&e	101-2025-725001	2,817.28
FLINTSTONE ENTERPRISES	9488	06/30/2025	Communal Cremations and C	101-2025-740010	1,275.00
CANALES, SUSANA	CANALES,S PDM JULY25	07/01/2025	HPD - SUSANA CANALES PER	101-2500-722010	169.00
U.S. BANK CORP. PAYMENT S	COLT,S 06/25	06/23/2025	Dell Computers	101-1157-731005	4,459.21
ALEJANDRO GAETA	GAETA, A BOOTS 24-25	06/26/2025	HPD - ALEJANDRO GAETA BO	101-2500-731000	72.56
ANIMAL MEMORIAL SERVICE	GCA10071-I-0043	06/30/2025	Private Cremation	101-2025-740010	242.16
MADELINE HOGGARD	Hoggard 6.16.25	06/16/2025	Boot Reimburstment for Ma	101-2025-731000	167.79
ALLEN, WILLIAM	JUNE 2025 REIMB	06/25/2025	MILEAGE REIMB. WILL ALLE	101-4000-722010	483.42
EVERBRIDGE, INC.	M87924	07/01/2025	HPD - NIXLE ENGAGE 25-26 T	101-2500-731006	4,120.00
MELGOZA, AURELIO	MELGOZA,A BOOTS 24-2025	06/30/2025	HPD - A MELGOZA BOOT REI	101-2500-731000	72.78
U.S. BANK CORP. PAYMENT S	ROSSI, J 06/25	06/23/2025	2205 CC - ACE HARDWR - SH	101-2205-722010	18.32
U.S. BANK CORP. PAYMENT S	ROSSI, J 06/25	06/23/2025	2205 CC - COMMND/CONTR	101-2205-722010	74.95
REGIONAL GOVERNMENT SE	Training 612-3	07/01/2025	HPD - FALL 2025 LEAD/SENIO	101-2500-722010	1,100.00
ULINE, INC	194894829	07/02/2025	PPE coveralls	101-2025-710015	1,949.30
U.S. BANK CORP. PAYMENT S	GOULDING, J 06/25	06/23/2025	2205 CC - KNOX COMP. INC -	101-2205-710015	1,048.80
U.S. BANK CORP. PAYMENT S	Woodworth, J. 07/25	06/23/2025	6/2/25 Council Meeting Dinn	101-1105-710015	111.39
U.S. BANK CORP. PAYMENT S	Woodworth, J. 07/25	06/23/2025	A Gonzalez Conference Regis	101-1110-722005	650.00
U.S. BANK CORP. PAYMENT S	Woodworth, J. 07/25	06/23/2025	J Woodworth Conference Re	101-1110-722005	650.00
U.S. BANK CORP. PAYMENT S	Woodworth, J. 07/25	06/23/2025	D Caceres Conference Regist	101-1110-722005	650.00
				Fund 101 - General Fund Total:	**496,406.19**
Fund: 203 - Gas Tax					
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	KEYS- HOLLISTER SAFE AND L	203-5010-710015	255.10
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	RUBBER MALLET- TRUE VALU	203-5010-710015	67.70
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	STREET STRIPPING- TRUE VA	203-5010-710015	18.33
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	DAMAGED WATER TANKS- TR	203-5010-710040	1,462.82
CENTRAL COAST & BAY CON	202506261	06/26/2025	1450 CEMBELLIN DR SIDEWA	203-5010-710040	1,500.00
CENTRAL COAST & BAY CON	20250626	06/26/2025	1470 CEMBELLIN DR SIDEWA	203-5010-710040	1,950.00
CENTRAL COAST & BAY CON	202506262	06/26/2025	1551 HILLTOP RD SIDEWALK	203-5010-710040	900.00
CENTRAL COAST & BAY CON	202506263	06/26/2025	1840 PRUNE ST SIDEWALK	203-5010-710040	3,900.00
CENTRAL COAST & BAY CON	202506264	06/26/2025	1006 PRUNE ST SIDEWALK	203-5010-710040	800.00
WRIGHT BROTHERS WELDIN	293013	06/23/2025	GRINDING WHEELS FOR KRAI	203-5010-710015	25.16
WRIGHT BROTHERS WELDIN	293066	06/24/2025	TOOLS FOR GRINDER	203-5010-710015	47.33
ZUMAR INDUSTRIES INC	52879	06/25/2025	BLANK SIGNS	203-5010-710061	1,068.97
WRIGHT BROS. WELDING &	58140	07/01/2025	POST FOR RALLY	203-5010-710015	180.72
FASTENAL COMPANY	CAHOS70009	06/13/2025	CLAMPS FOR RALLY	203-5010-710015	723.76
				Fund 203 - Gas Tax Total:	**12,899.89**
Fund: 229 - 4TH OF JULY RALLY					
AMAZON CAPITAL SERVICES,	1ML7-DMTN-CQ3H	07/02/2025	PAPER FOR RALLY PARKING R	229-1100-710015	19.65
CITY OF KINGSBURG	HOLLISTER MOTORCYCLE RA	07/09/2025	KINGSBURG PD MOTORYCYC	229-1100-730000	6,878.48
AMAZON CAPITAL SERVICES,	1VH1-XTPT-7MTY.	07/01/2025	ELECTROLYTES/HYDRATION P	229-1100-710015	124.95
				Fund 229 - 4TH OF JULY RALLY Total:	**7,023.08**
Fund: 231 - SB 1186					
DIVISION OF THE STATE ARC	796 QTR 2_2025	06/30/2025	SB1186 FEE FOR QTR 2_2025	231-270214	124.00
				Fund 231 - SB 1186 Total:	**124.00**
Fund: 252 - 2020-cdbg-12015					
ADAMS ASHBY GROUP, INC	7208	06/30/2025	WEST GATEWAY IMPR PROJ	252-9000-730000	3,000.00
ADAMS ASHBY GROUP, INC	7205	05/30/2025	WEST GATEWAY IMPR PROJ	252-9000-730000	2,500.00
ADAMS ASHBY GROUP, INC	7206	05/31/2025	WEST GATEWAY IMPR PROJ	252-9000-730000	3,000.00
ADAMS ASHBY GROUP, INC	7207	06/30/2025	WEST GATEWAY IMPR PROJ	252-9000-730000	2,500.00
				Fund 252 - 2020-cdbg-12015 Total:	**11,000.00**
Fund: 273 - Prop 68					
MELTON DESIGN GROUP, INC	6686	02/28/2025	DUNNE PARK CLUBHOUSE	273-9000-750050	43,972.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MELTON DESIGN GROUP, INC	6686	02/28/2025	FIRE STATION #2 PARK	273-9000-750050	13,045.00
MELTON DESIGN GROUP, INC	6723	04/28/2025	FIRE STATION #2 PARK	273-9000-750050	52,466.25
MELTON DESIGN GROUP, INC	6774	06/26/2025	FIRE STATION #2 PARK	273-9000-750050	25,412.50
				Fund 273 - Prop 68 Total:	**134,896.25**
Fund: 286 - Measure "G" (COG)					
Kimley-Horn and Associates I	197008309-0125	01/31/2025	WENTZ, BROWNS, AND SWO	286-9000-740501	1,061.69
Kimley-Horn and Associates I	197008309-0125	01/31/2025	2024 PAVEMENT REHABILITA	286-9000-740501	4,278.14
Kimley-Horn and Associates I	197008309-0225	02/28/2025	2024 PAVEMENT REHABILITA	286-9000-740501	4,168.31
Kimley-Horn and Associates I	197008415-0425	04/30/2025	SECTION 1 PROJ GRIND & OV	286-9000-740501	1,817.43
				Fund 286 - Measure "G" (COG) Total:	**11,325.57**
Fund: 301 - AB1600 CIP Fire Impact					
DDH AFFILIATES INC	1940	06/04/2025	Sheetrock Repairs in ceilings	301-2205-750050	15,000.00
				Fund 301 - AB1600 CIP Fire Impact Total:	**15,000.00**
Fund: 601 - AIRPORT ENTERPRISE FUND					
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	60 AIRPORT DR_COVER PERI	601-4200-710045	327.53
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	SimpleMDM - 5/24/2025	601-1157-740027	3.38
P G AND E	0385111790-7 6/25	06/23/2025	ISD-PGE-PARKHILL-JUNE25	601-1157-740014	29.98
OCCUPATIONAL HEALTH CEN	86512752	04/14/2025	ANNUAL RESPIRATOR PHYSIC	601-4200-710016	389.00
OCCUPATIONAL HEALTH CEN	86512752	04/14/2025	ANNUAL RESPIRATOR PHYSIC	601-4200-710016	389.00
AT&T	8939763012	06/11/2025	ISD-ATT-ISP-JUNE25	601-1157-740014	221.64
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	ATALAS FLAGS- AMERICAN F	601-4200-710001	329.40
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	AMERICAN FLAGS-CALIFORN	601-4200-710001	644.31
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	PENGUINS CAR WASH- AIRP	601-4200-710001	40.51
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	USPS- BLM POSTAGE	601-4200-710001	5.86
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	CSC-TRACTOR REPAIR	601-4200-710040	185.88
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	CSC- TRACTOR REPAIR	601-4200-710040	369.58
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	GENESIS LAMP- RWY/TWY G	601-4200-710087	417.80
U.S. BANK CORP. PAYMENT S	CRECHRIOU, J 06/25	06/23/2025	FLIGHT LIGHT- RWY/TWY GR	601-4200-710087	450.08
SAN BENITO TIRE INC.	1-268030	06/11/2025	4200-8 Flat Repair	601-5005-710080	25.00
MACKINAC SOFTWARE, LLC	2914	07/02/2025	AWOS SOFTWARE	601-4200-740290	1,140.00
VESTIS GROUP,INC	5110727095	07/09/2025	AIRPORT UNIFORMS	601-4200-731000	360.50
FIRST ALARM	894832	06/30/2025	Airport Bikle Bldg Fire Sprink	601-4200-710086	28,629.00
W.W.GRAINGER, INC.	9563576462	07/07/2025	SURFACE AND VEHICLE MAT	601-4200-710084	374.50
MJL ENTERPRISES LLC	C3450-7860	07/07/2025	FOD MESH COVER	601-4200-710084	589.42
VERIZON CONNECT FLEET US	318000076434	06/30/2025	3 - VEHICLES	601-4200-740109	173.58
				Fund 601 - AIRPORT ENTERPRISE FUND Total:	**35,095.95**
Fund: 620 - WATER ENTERPRISE FUND					
WELLS FARGO FINANCIAL LE	5034735269	07/02/2025	1321 SOUTH ST_COVER PERI	620-5035-710045	81.88
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	SimpleMDM - 5/24/2025	620-1157-740027	5.72
P G AND E	0385111790-7 6/25	06/23/2025	ISD-PGE-PARKHILL-JUNE25	620-1157-740014	50.73
OCCUPATIONAL HEALTH CEN	87168533	06/13/2025	DOT PHYSICAL- ALEMAN, CA	620-5035-710016	152.00
OCCUPATIONAL HEALTH CEN	87168533	06/13/2025	DOT PHYSICAL- BECERRA, RA	620-5035-710016	152.00
AT&T	8939763012	06/11/2025	ISD-ATT-ISP-JUNE25	620-1157-740014	375.08
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	FEDEX_US BANK_5/20/2025	620-1155-710005	17.81
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	EMERGENCY WATER MAIN B	620-5035-710015	134.33
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	COLLECTION SYSTEM OPERA	620-5035-722010	210.25
VESTIS GROUP,INC	5110724564	07/03/2025	FINANCE MAT DELIVERY	620-1155-710015	21.57
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	620-1155-710045	51.07
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	620-130001	105.24
DAMM SOFTWATER SERVICE	00774742	07/03/2025	PUBLIC WORKS WATER	620-5035-710015	8.06
HOLLISTER AUTO PARTS, INC.	012422	07/07/2025	5035-21319 EXACT FIT	620-5035-710041	74.16
HOLLISTER AUTO PARTS, INC.	013195	07/14/2025	ENGINE OIL FILTER	620-5035-710041	28.59
HOLLISTER AUTO PARTS, INC.	013351	07/15/2025	5035-80304 JBOLT	620-5035-710041	6.36
CENTRAL AG SUPPLY LLC	1-10101	07/09/2025	TOILET PAPER	620-5035-710015	42.05
SAN BENITO TIRE INC.	1-268417	06/23/2025	5035-80304 Flat Repair	620-5005-710081	88.50
MANDEGO INC.	17945	06/24/2025	SAFETY VEST RALLY	620-5035-710015	486.38
AMAZON CAPITAL SERVICES,	1T16-GTK7-LQ77	07/15/2025	PUBLIC WORKS SUPPLIES	620-5035-710015	50.81
BRIGANTINO IRRIGATION, IN	220000114918	07/02/2025	CIENEGA WATERMAIN	620-5035-710040	87.33
BRIGANTINO IRRIGATION, IN	220000115883	07/10/2025	PARTS	620-5035-710040	521.58

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRIGANTINO IRRIGATION, IN	220000116479	07/15/2025	PARTS	620-5035-710040	116.65
GRANITE ROCK COMPANY	2231288	06/06/2025	AGGREGATE BASE	620-5035-710040	609.75
MONTEREY BAY ANALYTICAL	250708 067	07/08/2025	COLIFORM, TOTAL, & ECOLI	620-5035-710018	68.00
MONTEREY BAY ANALYTICAL	250710 102	07/10/2025	COLIFORM, TOTAL, & ECOLI	620-5035-710018	68.00
CLARK PEST CONTROL OF ST	37845526	07/10/2025	PEST AWAY 1321 SOUTH ST	620-5035-730000	44.20
VESTIS GROUP,INC	5110724909	07/04/2025	1321 SOUTH MATS	620-5035-710015	15.41
VESTIS GROUP,INC	5110724910	07/04/2025	1291 SOUTH MATS	620-5035-710015	2.51
VESTIS GROUP,INC	5110724910	07/04/2025	UNIFORMS	620-5035-731000	263.46
VESTIS GROUP,INC	5110724911	07/04/2025	FACILITIES/SEWER/STORM/	620-5035-731000	9.43
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OFFICE SUPPLIES_7	620-1155-710001	41.80
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OPERATING SUPPLI	620-1155-710015	85.31
VESTIS GROUP,INC	5110729162	07/11/2025	1290 SOUTH MATS	620-5035-710015	2.51
VESTIS GROUP,INC	5110729162	07/11/2025	MATS/UNIFORMS	620-5035-731000	145.43
VESTIS GROUP,INC	5110729163	07/11/2025	FACILITIES/SEWER/STORM/	620-5035-731000	9.41
VESTIS GROUP,INC	5110733368	07/18/2025	1321 SOUTH MATS	620-5035-710015	15.41
VESTIS GROUP,INC	5110733369	07/18/2025	MATS	620-5035-710015	2.51
VESTIS GROUP,INC	5110733369	07/18/2025	UNIFORMS	620-5035-731000	388.81
VESTIS GROUP,INC	5110733370	07/18/2025	FACILITIES/SEWER/STORM/	620-5035-731000	9.43
VERIZON CONNECT FLEET US	318000076434	06/30/2025	14 - VEHICLES	620-5035-740109	810.17
				Fund 620 - WATER ENTERPRISE FUND Total:	**5,459.70**
Fund: 660 - SEWER ENTRPRISE FUND					
U.S. BANK CORP. PAYMENT S	Donthi, R CalCard Jun/2025	06/23/2025	SimpleMDM - 5/24/2025	660-1157-740027	5.73
P G AND E	0385111790-7 6/25	06/23/2025	ISD-PGE-PARKHILL-JUNE25	660-1157-740014	50.73
AT&T	8939763012	06/11/2025	ISD-ATT-ISP-JUNE25	660-1157-740014	375.08
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	FEDEX_US BANK BOND CHEC	660-1155-710005	102.17
U.S. BANK CORP. PAYMENT S	FINANCE CAL-CARD_6/2025	06/23/2025	FEDEX_US BANK_5/20/2025	660-1155-710005	14.84
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	COLLECTIONS SYST OP/MAIN	660-4995-722010	75.00
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	COLLECTIONS SYST OP/MAIN	660-4995-722010	75.00
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	COLLECTIONS SYST OP/MAIN	660-4995-722010	75.00
U.S. BANK CORP. PAYMENT S	GARCIA, S 06/25	06/23/2025	COLLECTIONS SYST OP/MAIN	660-4995-722010	75.00
U.S. BANK CORP. PAYMENT S	SPEIGHTS, D 06/25	06/23/2025	PC MONITOR- STAPLES	660-4995-710001	212.33
VESTIS GROUP,INC	5110724564	07/03/2025	FINANCE MAT DELIVERY	660-1155-710015	7.19
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	660-4995-735001	2,083.38
ALLIANT INSURANCE SERVIC	3135749	07/01/2025	AMVP-PHYSICAL DAMAGE-R	660-4995-735001	1,725.17
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	660-1155-710045	60.36
WELLS FARGO FINANCIAL LE	5034632755	06/20/2025	450-0143958-000_COVER PE	660-130001	111.44
TADCO SUPPLY INC.	0000515668	06/30/2025	4- ESDAN 64 PINE	660-4995-710015	239.61
DAMM SOFTWATER SERVICE	00774742	07/03/2025	PUBLIC WORKS WATER	660-4995-710015	8.99
HOLLISTER AUTO PARTS, INC.	011012	06/20/2025	CORE DEPOSIT	660-5005-710082	-19.67
HOLLISTER AUTO PARTS, INC.	012141	07/02/2025	4990-E1926 BATTERY	660-4995-710041	524.01
HOLLISTER AUTO PARTS, INC.	013195	07/14/2025	ENGINE OIL FILTER	660-4995-710041	28.59
CENTRAL AG SUPPLY LLC	1-10101	07/09/2025	TOILET PAPER	660-4995-710015	42.06
SAN BENITO TIRE INC.	1-267646	05/30/2025	4995-22143 VEH MAINTENA	660-5005-710082	920.58
MANDEGO INC.	17945	06/24/2025	SAFETY VEST RALLY	660-4995-710015	486.38
GARCIA, SUMMER	2025DMVPHY	06/09/2025	DMV PHYSICAL CLASS A	660-4995-710016	100.00
GRANITE ROCK COMPANY	2231288	06/06/2025	AGGREGATE BASE	660-4995-710040	609.75
GRANITE ROCK COMPANY	2231289	06/05/2025	74.92 TONS UTILITY SAND CE	660-4995-710040	3,993.99
GRANITE ROCK COMPANY	2231290	06/04/2025	ASPHALTIC CONCRETE CRAC	660-4995-710040	1,673.63
CLARK PEST CONTROL OF ST	37845526	07/10/2025	PEST AWAY 1321 SOUTH ST	660-4995-730000	44.20
PRECISION ALARMS AND AU	40657	07/01/2025	MONTHLY FIRE MONITORIN	660-4990-740016	100.00
VESTIS GROUP,INC	5110724909	07/04/2025	1321 SOUTH MATS	660-4995-710015	15.41
VESTIS GROUP,INC	5110724910	07/04/2025	1291 SOUTH MATS	660-4995-710015	2.50
VESTIS GROUP,INC	5110724910	07/04/2025	UNIFORMS	660-4995-731000	225.78
VESTIS GROUP,INC	5110724911	07/04/2025	FACILITIES/SEWER/STORM/	660-4995-731000	162.09
UNIVAR SOLUTIONS USA INC	53130394	06/27/2025	2690 SAN JUAN RD LIQUICHL	660-4990-710060	15,602.88
UNIVAR SOLUTIONS USA INC	53154543	07/09/2025	2690 SAN JUAN RD LIQUICHL	660-4990-710060	13,386.14
DOROTHY JUNE BAKER	942799	06/17/2025	TRIMMER INSPECTION	660-4995-710040	35.00
DOROTHY JUNE BAKER	942800	06/17/2025	TRIMMER INSPECTION	660-4995-710040	35.00
DOROTHY JUNE BAKER	942953	07/02/2025	TRIMMER REPAIR	660-4995-710040	99.58
W.W.GRAINGER, INC.	9570816869	07/14/2025	TOOLS	660-4995-710015	431.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GALLEGOS, JESUS FABIAN	SNTNCLTSYT	06/30/2025	SANITATION COLLECTION SYS	660-4995-730155	2,000.00
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OFFICE SUPPLIES_7	660-1155-710001	18.47
AMAZON CAPITAL SERVICES,	16D7-XHG3-1X9Q	07/19/2025	FINANCE OPERATING SUPPLI	660-1155-710015	28.44
VESTIS GROUP,INC	5110729162	07/11/2025	1290 SOUTH MATS	660-4995-710015	2.51
VESTIS GROUP,INC	5110729162	07/11/2025	MATS/UNIFORMS	660-4995-731000	102.96
VESTIS GROUP,INC	5110729163	07/11/2025	FACILITIES/SEWER/STORM/	660-4995-731000	40.14
VESTIS GROUP,INC	5110733368	07/18/2025	1321 SOUTH MATS	660-4995-710015	15.41
VESTIS GROUP,INC	5110733369	07/18/2025	MATS	660-4995-710015	2.51
VESTIS GROUP,INC	5110733369	07/18/2025	UNIFORMS	660-4995-731000	235.78
VESTIS GROUP,INC	5110733370	07/18/2025	FACILITIES/SEWER/STORM/	660-4995-731000	40.14
VERIZON CONNECT FLEET US	318000076434	06/30/2025	19 - VEHICLES	660-4995-740109	1,099.33
CENTRAL AG SUPPLY LLC	1-10052	07/07/2025	Delineators, Cones, HD Ratch	660-8050-710015	237.26
HOLLISTER SAFE & LOCK INC.	38248	07/08/2025	Labor to remove 2 door kno	660-8050-710015	996.51
U.S. BANK TRUST COMPANY,	7713362	07/01/2025	HOLL JPFA 2016 WWTR BON	660-1100-740066	2,809.00
				Fund 660 - SEWER ENTRPRISE FUND Total:	**51,425.19**
Fund: 661 - SEWER EXPANSION ENTPRS					
WALLACE GROUP, A CALIFOR	65485	06/30/2025	SEWER IMPROVEMENTS 06/	661-9000-740501	540.00
WALLACE GROUP, A CALIFOR	65386	05/31/2025	SEWER IMPROVEMENTS 05/	661-9000-740501	1,338.75
				Fund 661 - SEWER EXPANSION ENTPRS Total:	**1,878.75**
Fund: 662 - STORM DRAIN					
MARINSHIP DEVELOPMENT I	25703-03	06/30/2025	IWTP/BRIDGE RD STORM WA	662-9000-750050	745,338.27
WALLACE GROUP, A CALIFOR	65484	06/30/2025	BRIDGE RD OUTFALL/IWTP J	662-9000-740501	77,751.45
WALLACE GROUP, A CALIFOR	65486	06/30/2025	VACTOR TRUCK DUMP REHA	662-9000-740501	537.50
WALLACE GROUP, A CALIFOR	65387	05/31/2025	VACTOR TRUCK DUMP REHA	662-9000-740501	1,038.75
				Fund 662 - STORM DRAIN Total:	**824,665.97**
Fund: 670 - STREET SWEEPING FUND					
DAMM SOFTWATER SERVICE	00774742	07/03/2025	PUBLIC WORKS WATER	670-5015-710015	4.03
HOLLISTER AUTO PARTS, INC.	012137	07/02/2025	5015-82317 FILTER	670-5015-710041	17.09
HOLLISTER AUTO PARTS, INC.	013195	07/14/2025	ENGINE OIL FILTER	670-5015-710041	28.59
MANDEGO INC.	17945	06/24/2025	SAFETY VEST RALLY	670-5015-710015	486.39
ACME ROTARY BROOM SERV	2861	07/08/2025	5015-82317/5015-81810 GU	670-5015-710041	2,471.69
VESTIS GROUP,INC	5110724910	07/04/2025	UNIFORMS	670-5015-731000	84.64
VESTIS GROUP,INC	5110724911	07/04/2025	FACILITIES/SEWER/STORM/	670-5015-731000	17.08
MUNICIPAL MAINTENANCE E	037658	06/16/2025	5015-82317 SPRAY TIP	670-5005-710083	-458.12
MUNICIPAL MAINTENANCE E	038689	07/14/2025	5015-81811 SCREEN WELDM	670-5015-710041	2,728.32
VESTIS GROUP,INC	5110729162	07/11/2025	MATS/UNIFORMS	670-5015-731000	72.64
VESTIS GROUP,INC	5110729163	07/11/2025	FACILITIES/SEWER/STORM/	670-5015-731000	17.08
VESTIS GROUP,INC	5110733369	07/18/2025	UNIFORMS	670-5015-731000	136.85
VESTIS GROUP,INC	5110733370	07/18/2025	FACILITIES/SEWER/STORM/	670-5015-731000	17.08
VERIZON CONNECT FLEET US	318000076434	06/30/2025	6 - VEHICLES	670-5015-740109	347.16
				Fund 670 - STREET SWEEPING FUND Total:	**5,970.52**
Fund: 709 - LANDSCAPE & LIGHTING DIST					
CENTRAL AG SUPPLY LLC	1-10052	07/07/2025	Delineators, Cones, HD Ratch	709-8050-710015	237.26
				Fund 709 - LANDSCAPE & LIGHTING DIST Total:	**237.26**
Fund: 712 - CFD#4 PUBLIC FACILITIES					
CENTRAL AG SUPPLY LLC	1-10052	07/07/2025	Delineators, Cones, HD Ratch	712-8050-710015	237.26
CENTRAL AG SUPPLY LLC	1-10052	07/07/2025	Delineators, Cones, HD Ratch	712-8050-710040	237.27
				Fund 712 - CFD#4 PUBLIC FACILITIES Total:	**474.53**
Fund: 851 - HOUSING					
AT&T	000023594891	06/09/2025	339 5TH ST - CALNET	851-1135-725010	15.03
COMMUNITY FOUNDATION	TU 219	07/01/2025	SAN BENITO LEADERSHIP INS	851-1135-722010	300.00
KYOCERA DOCUMENT SOLUT	55Y1542277	07/01/2025	339 5TH ST - UPSTAIRS COPIE	851-1135-710045	10.49
KYOCERA DOCUMENT SOLUT	55Y1542277	07/01/2025	339 5TH ST - UPSTAIRS COPIE	851-220001	28.36
				Fund 851 - HOUSING Total:	**353.88**
				Grand Total:	**1,614,236.73**

Fund Summary

Fund	Expense Amount
101 - General Fund	496,406.19
203 - Gas Tax	12,899.89
229 - 4TH OF JULY RALLY	7,023.08
231 - SB 1186	124.00
252 - 2020-cdbg-12015	11,000.00
273 - Prop 68	134,896.25
286 - Measure "G" (COG)	11,325.57
301 - AB1600 CIP Fire Impact	15,000.00
601 - AIRPORT ENTERPRISE FUND	35,095.95
620 - WATER ENTERPRISE FUND	5,459.70
660 - SEWER ENTRPRISE FUND	51,425.19
661 - SEWER EXPANSION ENTPRS	1,878.75
662 - STORM DRAIN	824,665.97
670 - STREET SWEEPING FUND	5,970.52
709 - LANDSCAPE & LIGHTING DIST	237.26
712 - CFD#4 PUBLIC FACILITIES	474.53
851 - HOUSING	353.88
Grand Total:	**1,614,236.73**

Account Summary

Account Number	Account Name	Expense Amount
101-1000-490100	MISCELLANEOUS REVEN	498.27
101-1100-710015	OPERATING SUPPLIES	1,451.78
101-1100-710040	REPAIRS/MAINTENANCE	48.00
101-1100-710045	RENTALS/LEASES	327.53
101-1100-733001	MISCELLANEOUS EXPEN	123.53
101-1100-749001	GRANTS: NON-PROFIT O	9,500.00
101-1105-710015	OPERATING SUPPLIES	111.39
101-1105-710055	MEMBERSHIPS/DUES	26,095.20
101-1110-722005	CONFERENCES/MEETIN	1,950.00
101-1120-710015	OPERATING SUPPLIES	290.97
101-1120-710055	MEMBERSHIPS/DUES	1,200.00
101-1120-730000	PROFESSIONAL SERVICE	38.60
101-1155-710001	OFFICE SUPPLIES	36.94
101-1155-710005	POSTAGE	41.56
101-1155-710015	OPERATING SUPPLIES	181.38
101-1155-710045	RENTALS/LEASES	43.34
101-1155-740025	Contracts: Bank Service	0.36
101-1157-710055	MEMBERSHIPS/DUES	130.00
101-1157-722010	TRAINING	595.00
101-1157-725010	TELEPHONE	38.01
101-1157-730000	PROFESSIONAL SERVICE	115.72
101-1157-731005	CITY NW & COMPUTER	4,459.21
101-1157-740014	CONTRACTS: NETWORK	832.25
101-1157-740027	CONTRACT: COMPUTER	11.20
101-1160-710001	OFFICE SUPPLIES	66.63
101-130001	PREPAID EXPENSES	92.86
101-2025-710001	OFFICE SUPPLIES	557.42
101-2025-710015	OPERATING SUPPLIES	3,340.88
101-2025-710016	LAB & MEDICAL	9,124.18
101-2025-710017	ANIMAL FEED	210.35
101-2025-710030	PRINTING/BINDING	192.28
101-2025-725001	GAS/ELECTRIC	5,049.48
101-2025-725005	WATER/SEWER	98.40
101-2025-725010	TELEPHONE	325.42
101-2025-731000	UNIFORM PURCHASES	287.03
101-2025-740010	CONTRACTS: ANIMAL DI	2,617.16
101-2025-740016	CONTRACTS: ALARMS	1,504.65
101-220001	Accounts Payable	126.17

Account Summary

Account Number	Account Name	Expense Amount
101-2205-710001	OFFICE SUPPLIES	429.34
101-2205-710005	POSTAGE	24.12
101-2205-710015	OPERATING SUPPLIES	4,655.75
101-2205-710016	LAB & MEDICAL	30,615.00
101-2205-710020	COMMUNICATIONS	155.09
101-2205-710035	FUEL/OIL	2,147.93
101-2205-710045	RENTALS/LEASES	581.94
101-2205-710074	Fire Vehicle Maintenanc	-1,683.44
101-2205-722010	TRAINING	1,095.22
101-2205-725001	GAS/ELECTRIC	2,149.86
101-2205-730000	PROFESSIONAL SERVICE	600.00
101-2205-735001	PROPERTY INSURANCE	14,659.45
101-2205-740015	ALARM MONITORING	329.18
101-2500-710005	POSTAGE	176.99
101-2500-710015	OPERATING SUPPLIES	2,459.22
101-2500-710041	VEHICLE MAINTENANCE	1,335.42
101-2500-710055	MEMBERSHIPS/DUES	973.00
101-2500-710077	Police Vehicle Maintena	923.75
101-2500-722010	TRAINING	515.69
101-2500-725010	TELEPHONE	3,765.02
101-2500-731000	UNIFORM PURCHASES	707.99
101-2500-731006	COMPUTER SOFTWARE	9,595.00
101-2500-740016	Contracts: Alarm	885.36
101-270001	DEPOSITS	1,200.00
101-280007	REIMBURSABLE: SMIP	4,810.00
101-280020	REIMBURSABLE: SB1473	1,749.60
101-4000-710015	OPERATING SUPPLIES	27.96
101-4000-710040	REPAIRS/MAINTENANCE	542.64
101-4000-710045	RENTALS/LEASES	245.66
101-4000-710050	BOOKS/PUBLICATIONS	149.99
101-4000-722010	TRAINING	1,180.65
101-4000-725010	TELEPHONE	102.17
101-4000-740109	CONTRACTS: GPS Monit	115.72
101-4000-740279	CONTRACTS: PEST CONT	35.70
101-4000-740501	CONSULTING/ENGINEER	3,385.00
101-4005-710015	OPERATING SUPPLIES	10.91
101-4005-710040	REPAIRS/MAINTENANCE	157.65
101-4005-710045	RENTALS/LEASES	86.50
101-4005-725010	TELEPHONE	90.15
101-4005-730000	PROFESSIONAL SERVICE	269,627.99
101-4010-710040	REPAIRS/MAINTENANCE	1,053.36
101-4010-710045	RENTALS/LEASES	113.35
101-4010-725010	TELEPHONE	93.16
101-4010-730000	Professional Services	40,435.00
101-4010-740017	CONTRACTS: PEST CONT	34.65
101-4300-710005	POSTAGE	365.00
101-4300-710015	OPERATING SUPPLIES	924.15
101-4300-722010	TRAINING	907.15
101-4300-725010	TELEPHONE	268.46
101-4300-740109	CONTRACTS: GPS MONI	57.86
101-5005-710001	OFFICE SUPPLIES	319.57
101-5005-710015	OPERATING SUPPLIES	310.79
101-5005-710016	LAB & MEDICAL	152.00
101-5005-710045	RENTALS/LEASES	81.90
101-5005-710071	CITY HALL VEHICLE MAI	22.99
101-5005-710076	PARKS VEHICLE MAINT	-19.66
101-5005-710079	STREETS VEHICLE MAINT	-98.33
101-5005-730000	PROFESSIONAL SERVICE	44.20

Account Summary

Account Number	Account Name	Expense Amount
101-5005-731000	UNIFORM PURCHASES	98.89
101-5005-740109	CONTRACTS: GPS MONI	460.14
101-5010-710015	OPERATING SUPPLIES	1,665.67
101-5010-710040	REPAIRS/MAINTENANCE	28.62
101-5010-710041	VEHICLE MAINTENANCE	5.45
101-5010-710045	Rentals/Leases	81.88
101-5010-730000	PROFESSIONAL SERVICE	44.20
101-5010-731000	UNIFORM PURCHASES	412.46
101-5010-740109	CONTRACTS: GPS TRACK	1,041.48
101-7000-710015	OPERATING SUPPLIES	2,856.65
101-7000-710045	RENTALS/LEASES	81.88
101-7000-730000	Professional Services	44.20
101-8000-710001	OFFICE SUPPLIES	478.07
101-8000-710015	OPERATING SUPPLIES	942.84
101-8000-710040	REPAIRS/MAINTENANCE	58.93
101-8000-710045	RENTALS/LEASES	327.54
101-8000-740109	CONTRACTS: GPS MONI	57.86
101-8050-710016	Lab & Medical	1,355.00
101-8050-710040	Repairs/Maintenance	6,582.78
101-8050-710041	VEHICLE MAINTENANCE	28.60
101-8050-740109	CONTRACTS: GPS MONI	578.60
101-8050-750070	Machinery/Equipment	1,780.53
203-5010-710015	OPERATING SUPPLIES	1,318.10
203-5010-710040	REPAIRS/MAINTENANCE	10,512.82
203-5010-710061	STREET SIGNS	1,068.97
229-1100-710015	OPERATING SUPPLIES	144.60
229-1100-730000	PROFESSIONAL SERVICE	6,878.48
231-270214	SB 1186 REVENUE	124.00
252-9000-730000	Professional Services	11,000.00
273-9000-750050	Improvements	134,896.25
286-9000-740501	CONSULTING/ENGINEER	11,325.57
301-2205-750050	IMPROVEMENTS	15,000.00
601-1157-740014	CONTRACTS: NETWORK	251.62
601-1157-740027	CONTRACTS: COMPUTE	3.38
601-4200-710001	OFFICE SUPPLIES	1,020.08
601-4200-710016	LAB & MEDICAL	778.00
601-4200-710040	REPAIRS/MAINTENANCE	555.46
601-4200-710045	RENTALS/LEASES	327.53
601-4200-710084	AIRPORT SURFACE MAIN	963.92
601-4200-710086	Building/Hangar Mainte	28,629.00
601-4200-710087	AIRFIELD LIGHTING	867.88
601-4200-731000	UNIFORM PURCHASES	360.50
601-4200-740109	CONTRACTS: GPS MONI	173.58
601-4200-740290	AWOS MAINTENANCE	1,140.00
601-5005-710080	AIRPORT VEHICLE MAIN	25.00
620-1155-710001	OFFICE SUPPLIES	41.80
620-1155-710005	POSTAGE	17.81
620-1155-710015	OPERATING SUPPLIES	106.88
620-1155-710045	RENTALS/LEASES	51.07
620-1157-740014	CONTRACTS: NETWORK	425.81
620-1157-740027	CONTRACTS: COMPUTE	5.72
620-130001	PREPAID EXPENSES	105.24
620-5005-710081	WATER VEHICLE MAINTE	88.50
620-5035-710015	OPERATING SUPPLIES	759.98
620-5035-710016	LAB & MEDICAL	304.00
620-5035-710018	Environmental Quality L	136.00
620-5035-710040	REPAIRS/MAINTENANCE	1,335.31
620-5035-710041	VEHICLE MAINTENANCE	109.11

Account Summary

Account Number	Account Name	Expense Amount
620-5035-710045	RENTALS/LEASES	81.88
620-5035-722010	TRAINING	210.25
620-5035-730000	Professional Services	44.20
620-5035-731000	UNIFORM PURCHASES	825.97
620-5035-740109	CONTRACTS: GPS MONI	810.17
660-1100-740066	CONTRACTS: FISCAL AGE	2,809.00
660-1155-710001	OFFICE SUPPLIES	18.47
660-1155-710005	POSTAGE	117.01
660-1155-710015	OPERATING SUPPLIES	35.63
660-1155-710045	RENTALS/LEASES	60.36
660-1157-740014	CONTRACTS: NETWORK	425.81
660-1157-740027	CONTRACTS: COMPUTE	5.73
660-130001	PREPAID EXPENSES	111.44
660-4990-710060	Chemicals	28,989.02
660-4990-740016	CONTRACTS: ALARMS	100.00
660-4995-710001	OFFICE SUPPLIES	212.33
660-4995-710015	OPERATING SUPPLIES	1,247.19
660-4995-710016	LAB & MEDICAL	100.00
660-4995-710040	REPAIRS/MAINTENANCE	6,446.95
660-4995-710041	VEHICLE MAINTENANCE	552.60
660-4995-722010	TRAINING	300.00
660-4995-730000	PROFESSIONAL SERVICE	44.20
660-4995-730155	Education Certificate Inc	2,000.00
660-4995-731000	UNIFORM PURCHASES	806.89
660-4995-735001	PROPERTY INSURANCE	3,808.55
660-4995-740109	CONTRACTS: GPS MONI	1,099.33
660-5005-710082	SEWER VEHICLE MAINT	900.91
660-8050-710015	Operating Supplies	1,233.77
661-9000-740501	CONSULTING/ENGINEER	1,878.75
662-9000-740501	CONSULTING/ENGINEER	79,327.70
662-9000-750050	Improvements	745,338.27
670-5005-710083	STREET SWEEPING VEHI	-458.12
670-5015-710015	OPERATING SUPPLIES	490.42
670-5015-710041	VEHICLE MAINTENANCE	5,245.69
670-5015-731000	UNIFORM PURCHASES	345.37
670-5015-740109	CONTRACTS: GPS MONI	347.16
709-8050-710015	Operating Supplies	237.26
712-8050-710015	Operating Supplies	237.26
712-8050-710040	Repairs/Maintenance	237.27
851-1135-710045	RENTALS/LEASES	10.49
851-1135-722010	TRAINING	300.00
851-1135-725010	TELEPHONE	15.03
851-220001	ACCOUNTS PAYABLE	28.36
	Grand Total:	**1,614,236.73**

Project Account Summary

Project Account Key	Expense Amount
None	563,802.63
AC2223-710016	2,489.42
AC2501-710016	3,631.78
C2211-730000	1,817.43
C2216-740501	1,061.69
C2401-740501	77,751.45
C2404-740501	8,446.45
C2405-740501	1,576.25
C2406-740501	1,878.75
C2503-750050	745,338.27
COH2501-701004	6,878.48

Project Account Summary

Project Account Key	Expense Amount
COH2501-710015	6,651.41
COH2501-730000	38.60
COH2501-733001	1.64
COH2501-740025	0.36
E1704-710040	87.33
E1901-710015	445.66
E2042-750050	77,878.75
E2043-750050	57,017.50
FS400001-710001	429.34
FS400001-710005	24.12
FS400001-710015	3,891.77
FS400001-710016	30,615.00
FS400001-710020	155.09
FS400001-710035	120.15
FS400001-710045	290.97
FS400001-722010	1,095.22
FS400001-730000	600.00
FS400001-735001	6,671.66
FS400001-740015	161.32
FS400002-710015	332.35
FS400002-710035	2,027.78
FS400002-710045	290.97
FS400002-725001	2,149.86
FS400002-735001	4,249.39
FS400002-740015	167.86
FS400003-710015	94.68
FS400003-735001	3,738.40
FS400004-710015	336.95
Grand Total:	**1,614,236.73**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 6, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	$154,969.45
Special Fund:	$274,131.52
Capital Projects Fund:	$183,672.26
Enterprise Fund:	$80,297.05
Assessment Fund:	
Fund 850/851	$53.19
Amount Transferred to Payroll:	
TOTAL AMOUNT DISBURSED:	$693,123.47

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION

Grizelle Gonzalez, Management Analyst

City of Hollister

Expense Approval Register

Packet: APPKT21266 - AP CK RUN 8-6-25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General Fund					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	375 FIFTH ST_OVERAGE CAH	101-1100-710045	833.71
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	327 FIFTH ST_OVERAGE CHA	101-1155-710015	112.86
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	339 FIFTH ST_OVERAGE CAH	101-4010-710045	159.57
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	101-5005-710015	49.25
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	101-5010-710015	46.90
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	101-7000-710015	30.49
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	300 WEST ST_OVERAGE CAH	101-8000-710015	260.34
P G AND E	8304341518-7_6/2025	06/22/2025	327 FIFTH ST_5/21/2025-6/2	101-1155-725001	238.68
SAN BENITO COUNTY ADMIN	FY24/25 SBC IMPACT FEES_6	06/30/2025	FY2024/2025_LIBRARY IMPA	101-270054	90,641.44
SAN BENITO COUNTY ADMIN	FY24/25 SBC IMPACT FEES_6	06/30/2025	FY2024/2025_TAX SHARING	101-270055	1,077.90
SAN BENITO COUNTY ADMIN	FY24/25 SBC IMPACT FEES_6	06/30/2025	FY2024/2025_FISCAL NEUTR	101-280016	15,007.04
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	101-1155-725010	42.36
VERIZON WIRELESS	6116768782	06/23/2025	HR_6/23/2025	101-1160-725010	46.85
VERIZON WIRELESS	6116768782	06/23/2025	HR_6/23/2025	101-130001	207.08
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	101-130001	145.73
SKANE MILLS LLP	42484	12/31/2024	168-1017-ERMA-CITY OF HO	101-1100-740087	260.00
SKANE MILLS LLP	42849	01/31/2025	168-1017-ERMA-CITY OF HO	101-1100-740087	975.00
SKANE MILLS LLP	43361	03/31/2025	168-1017-ERMA-CITY OF HO	101-1100-740087	195.00
BLAIR, DAVID	BLAIR, D. AUG. '25	07/16/2025	RETIREE MEDICAL MONTHLY	101-2500-701026	200.00
KYOCERA DOCUMENT SOLUT	55Y1535050	05/27/2025	2205 - KBA OVERAGES FS12 -	101-2205-710015	158.98
KYOCERA DOCUMENT SOLUT	55Y1535050	05/27/2025	2205 - KBA OVERAGES FS12 -	101-2205-710015	158.97
KYOCERA DOCUMENT SOLUT	55Y1540847	06/27/2025	2205 - KBA OVERAGES FS12 -	101-2205-710015	84.43
KYOCERA DOCUMENT SOLUT	55Y1540847	06/27/2025	2205 - KBA OVERAGES FS12 -	101-2205-710015	84.42
AT&T	000023789938	07/16/2025	2205 - FS1 - ALARM BXS 6/2	101-2205-725010	130.42
AT&T	000023789940	07/16/2025	2205 - FS2 - ALARM BXS 6/25	101-2205-725010	31.58
AMAZON CAPITAL SERVICES,	1D14-93V9-P34P	07/22/2025	2205 - AMZN - COFFEE FILTE	101-2205-710015	16.35
AMAZON CAPITAL SERVICES,	1XX4-63CC-HTMC	07/17/2025	2205 - AMZN - TONER - ALL S	101-2205-710001	44.81
AMAZON CAPITAL SERVICES,	1XX4-63CC-HTMC	07/17/2025	2205 - AMZN - TONER - ALL S	101-2205-710001	44.81
AMAZON CAPITAL SERVICES,	1XX4-63CC-HTMC	07/17/2025	2205 - AMZN - TONER - ALL S	101-2205-710001	44.81
AMAZON CAPITAL SERVICES,	1XX4-63CC-HTMC	07/17/2025	2205 - AMZN - TONER - ALL S	101-2205-710001	44.81
HOWARD MAIN	25-253	07/16/2025	2205 - HEALTH EDU - AHA IN	101-2205-722010	400.00
SAN BENITO VETERINARY CE	32965	07/01/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33080	07/01/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33082	07/01/2025	Parvo Test, Euthanasia	101-2025-710016	90.00
SAN BENITO VETERINARY CE	33083	07/01/2025	Medication	101-2025-710016	31.43
SAN BENITO VETERINARY CE	33084	07/01/2025	Euthanasia	101-2025-710016	50.00
SAN BENITO VETERINARY CE	33085	07/01/2025	Parvo Test	101-2025-710016	40.00
SAN BENITO VETERINARY CE	33378	07/07/2025	Medication	101-2025-710016	30.62
KYOCERA DOCUMENT SOLUT	55Y1546004	07/27/2025	2205 - KYOERA LG PRINTERS	101-2205-710015	153.44
KYOCERA DOCUMENT SOLUT	55Y1546004	07/27/2025	2205 - KYOERA LG PRINTERS	101-2205-710015	153.45
VERIZON WIRELESS	6118103935	07/09/2025	2205 - VERIZON - FS1-3, CELL	101-2205-725010	518.39
VERIZON WIRELESS	6118103935	07/09/2025	2205 - VERIZON - FS1-3, CELL	101-2205-725010	518.39
VERIZON WIRELESS	6118103935	07/09/2025	2205 - VERIZON - FS1-3, CELL	101-2205-725010	518.55
AT&T	000023746645	06/11/2025	BAN #9391023400 6/11/25-	101-5005-725010	12.32
AT&T	000023746645	06/11/2025	BAN #9391023400 6/11/25-	101-5010-725010	12.32
AT&T	000023746645	06/11/2025	BAN #9391023400 6/11/25-	101-7000-725010	12.32
AT&T	000023779474	07/12/2025	HPD - CA DEPT OF JUSTICE A	101-2500-725010	285.94
AT&T	000023780732	07/12/2025	HPD - SANTA CRUZ COMM C	101-2500-725010	375.29
AT&T	000023791036	07/16/2025	A/C 1321 SOUTH ST 6/17/25	101-2025-725010	172.62
AT&T	000023791036	07/16/2025	HPD - 395 APOLLO WAY 6/17	101-2500-725010	479.15
AT&T	000023791036	07/16/2025	C/E 365 4TH STREET 6/17/25	101-4300-725010	105.18
KURT ASHLEY	001768	07/21/2025	HPD - BACKGROUND INVESTI	101-2500-730000	1,612.36
TRACNET, INC.	10123	07/01/2025	HPD - ANNUAL MAINTENAN	101-2500-740371	29,627.85

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRACNET, INC.	10138	07/01/2025	HPD - IBM SERVER HARDWA	101-2500-740371	3,693.00
AMAZON CAPITAL SERVICES,	1KYH-M64G-DDXK	07/15/2025	HPD - PARTY DECOR/GIVEAW	101-2500-710015	174.76
COUNTY OF SAN BENITO	2024-09	06/30/2025	2024-2025 APN MAPS - YEAR	101-4000-710050	30.59
BRACCO'S TOWING & TRANS	25-56032	07/17/2025	CODE ENFORCMENT - POLIC	101-4300-710041	325.00
GREATAMERICA FINANCIAL S	39720013	06/17/2025	HPD - MONTHLY COPY MAC	101-2500-710015	615.92
GREATAMERICA FINANCIAL S	39720013	06/17/2025	HPD - MONTHLY COPY MAC	101-4300-710015	196.65
STAPLES, INC.	6037279759	07/19/2025	BUILDING DIVISION BANKER	101-4005-710001	16.48
STAPLES, INC.	6037279759	07/19/2025	BUILDING DIVISION BANKER	101-4005-710015	49.43
STAPLES, INC.	6037279761	07/19/2025	PLANNING DIVISION - BANKE	101-4010-710001	22.08
STAPLES, INC.	6037279761	07/19/2025	PLANNING DIVISION - BANKE	101-4010-710015	66.24
STAPLES, INC.	6037279762	07/19/2025	BUILDING DIVISION BANKER	101-4005-710001	16.48
STAPLES, INC.	6037279762	07/19/2025	BUILDING DIVISION BANKER	101-4005-710015	49.43
KYOCERA DOCUMENT SOLUT	55Y1542560	06/30/2025	C19644-01_OVERAGE CHAR	101-1155-710015	11.18
STEPHANIE N. BEAUCHAINE	10852	06/20/2025	ADMIN SERVICES CONSULTI	101-1160-730000	382.50
STEPHANIE N. BEAUCHAINE	10853	06/12/2025	INVESTIGATIONS_CONSULTI	101-1160-730000	472.50
ALLIANT INSURANCE SERVIC	3137614	07/01/2025	25-26 ACIP CRIME RENEWAL	101-1100-735005	2,173.00
				Fund 101 - General Fund Total:	**154,969.45**
Fund: 203 - Gas Tax					
BEAR ELECTRICAL SOLUTION	27155	06/30/2025	JUNE 2025 TRAFFIC SIGNAL	203-5010-740176	1,281.00
BEAR ELECTRICAL SOLUTION	27280	06/30/2025	JUNE 2025 TRAFFIC SIGNAL	203-5010-740176	2,593.00
				Fund 203 - Gas Tax Total:	**3,874.00**
Fund: 229 - 4TH OF JULY RALLY					
DRAKONTAS LLC	2025-07-07	07/01/2025	DRAGONFORCE ACTIVATION	229-1100-710015	5,760.00
AMERICAN GLOBAL SECURIT	26700	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	43,995.60
AMERICAN GLOBAL SECURIT	26701	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	54,594.15
AMERICAN GLOBAL SECURIT	26702	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	94,590.54
AMERICAN GLOBAL SECURIT	26703	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	8,524.56
AMERICAN GLOBAL SECURIT	26704	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	50,998.92
AMERICAN GLOBAL SECURIT	26705-R	07/05/2025	RALLY 2025 - PROFESSIONAL	229-1100-730000	11,793.75
				Fund 229 - 4TH OF JULY RALLY Total:	**270,257.52**
Fund: 309 - Jail Juvenile Hall Fund					
SAN BENITO COUNTY ADMIN	FY24/25 SBC IMPACT FEES_6	06/30/2025	FY2024/2025_JAIL/JUVENILE	309-1100-740258	183,672.26
				Fund 309 - Jail Juvenile Hall Fund Total:	**183,672.26**
Fund: 601 - AIRPORT ENTERPRISE FUND					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	AIRPORT_OVERAGE CAHRGE	601-4200-710045	113.58
				Fund 601 - AIRPORT ENTERPRISE FUND Total:	**113.58**
Fund: 620 - WATER ENTERPRISE FUND					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	327 FIFTH ST_OVERAGE CHA	620-1155-710015	55.47
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	620-5035-710015	65.65
P G AND E	8304341518-7_6/2025	06/22/2025	327 FIFTH ST_5/21/2025-6/2	620-1155-725001	155.41
TYLER TECHNOLOGIES, INC.	025-516907	06/30/2025	UB INSITE TRANSACTION FEE	620-1155-740027	7,999.16
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	620-1155-725010	7.84
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	620-130001	34.70
AT&T	000023746645	06/11/2025	BAN #9391023400 6/11/25-	620-5035-725010	12.32
HOLLISTER AUTO PARTS, INC.	013401	07/15/2025	TRAILER WIRE	620-5035-710040	33.12
HOLLISTER AUTO PARTS, INC.	013558	07/17/2025	ADAPTER	620-5035-710015	12.61
THE DON CHAPIN CO. INC	197656	07/02/2025	RECYCLE IMPORT DIRT	620-5035-710040	537.54
THE DON CHAPIN CO. INC	197669	07/07/2025	RECYCLE CLEAN CON/AC MA	620-5035-710040	63.86
THE DON CHAPIN CO. INC	197769	07/09/2025	RECYCLE CLEAN CON/AC MA	620-5035-710040	163.30
THE DON CHAPIN CO. INC	197817	06/27/2025	RECYCLE IMPORT DIRT	620-5035-710040	100.14
AMAZON CAPITAL SERVICES,	1XDT-QK77-91YW	07/20/2025	PUBLIC WORKS SUPPLIES	620-5035-710015	12.24
AT & T	23725871238197 07/25	07/07/2025	GRASSVALLEY SCADA 7/7/25	620-5035-725010	64.04
ALPHA ANALYTICAL LABORAT	5076818-DP_HOLLIDW	07/17/2025	SOURCE CHEM MONITORIN	620-5035-710018	258.00
ICONIX WATERWORKS (US) I	U2516028321	07/17/2025	12HYMAX COUPLING	620-5035-710040	1,575.90
ICONIX WATERWORKS (US) I	U2516028322	07/17/2025	1- 12X12 TEE IMP	620-5035-710040	1,425.38
ICONIX WATERWORKS (US) I	U2516028779	07/21/2025	12EBAA MEGA LUG KIT	620-5035-710040	680.16
KYOCERA DOCUMENT SOLUT	55Y1542560	06/30/2025	C19644-01_OVERAGE CHAR	620-1155-710015	5.49
				Fund 620 - WATER ENTERPRISE FUND Total:	**13,262.33**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 660 - SEWER ENTRPRISE FUND					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	327 FIFTH ST_OVERAGE CHA	660-1155-710015	22.95
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	660-4995-710015	25.80
P G AND E	8304341518-7_6/2025	06/22/2025	327 FIFTH ST_5/21/2025-6/2	660-1155-725001	160.96
TYLER TECHNOLOGIES, INC.	025-516907	06/30/2025	UB INSITE TRANSACTION FEE	660-1155-740027	7,999.16
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	660-1155-725010	28.24
VERIZON WIRELESS	6116768782	06/23/2025	FINANCE_6/23/2025	660-130001	166.54
AT&T	000023746645	06/11/2025	BAN #9391023400 6/11/25-	660-4995-725010	12.33
AT&T	000023789939	07/16/2025	BAN #9391023406 6/17/25-	660-4995-725010	61.85
SECURITY SHORING & STEEL	163494B	07/04/2025	8X12 STEEL PLATE	660-4995-710045	504.00
THE DON CHAPIN CO. INC	197656	07/02/2025	RECYCLE IMPORT DIRT	660-4995-710040	537.55
THE DON CHAPIN CO. INC	197669	07/07/2025	RECYCLE CLEAN CON/AC MA	660-4995-710040	63.86
THE DON CHAPIN CO. INC	197769	07/09/2025	RECYCLE CLEAN CON/AC MA	660-4995-710040	163.30
THE DON CHAPIN CO. INC	197817	06/27/2025	RECYCLE IMPORT DIRT	660-4995-710040	100.15
W.W.GRAINGER, INC.	9575684718	07/17/2025	TILE PROBE	660-4995-710015	286.02
MCKINNON LUMBER CO. INC	QEGTR	07/16/2025	4995-80102 BOARD	660-4995-710041	26.46
PSP-CONS LLC	SOL-10802-131	06/30/2025	JUNE 2025 WWTP SOLAR	660-4990-725001	56,620.06
KYOCERA DOCUMENT SOLUT	55Y1542560	06/30/2025	C19644-01_OVERAGE CHAR	660-1155-710015	2.27
				Fund 660 - SEWER ENTRPRISE FUND Total:	**66,781.50**
Fund: 662 - STORM DRAIN					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	PUBLIC WORKS_OVERAGE C	662-5015-710015	16.42
				Fund 662 - STORM DRAIN Total:	**16.42**
Fund: 680 - BRIGGS BLDG ENTPR FUND					
AT&T	000023791036	07/16/2025	BRIGGS BUILDING ELEVATOR	680-7010-730000	123.22
				Fund 680 - BRIGGS BLDG ENTPR FUND Total:	**123.22**
Fund: 851 - HOUSING					
KYOCERA DOCUMENT SOLUT	55Y1541686	06/24/2025	339 FIFTH ST_OVERAGE CAH	851-1135-710015	53.19
				Fund 851 - HOUSING Total:	**53.19**
				Grand Total:	**693,123.47**

Fund Summary

Fund	Expense Amount
101 - General Fund	154,969.45
203 - Gas Tax	3,874.00
229 - 4TH OF JULY RALLY	270,257.52
309 - Jail Juvenile Hall Fund	183,672.26
601 - AIRPORT ENTERPRISE FUND	113.58
620 - WATER ENTERPRISE FUND	13,262.33
660 - SEWER ENTRPRISE FUND	66,781.50
662 - STORM DRAIN	16.42
680 - BRIGGS BLDG ENTPR FUND	123.22
851 - HOUSING	53.19
Grand Total:	**693,123.47**

Account Summary

Account Number	Account Name	Expense Amount
101-1100-710045	RENTALS/LEASES	833.71
101-1100-735005	INSURANCE CLAIMS	2,173.00
101-1100-740087	CONTRACTS: LEGAL SER	1,430.00
101-1155-710015	OPERATING SUPPLIES	124.04
101-1155-725001	GAS/ELECTRIC	238.68
101-1155-725010	TELEPHONE	42.36
101-1160-725010	TELEPHONE	46.85
101-1160-730000	PROFESSIONAL SERVICE	855.00
101-130001	PREPAID EXPENSES	352.81
101-2025-710016	LAB & MEDICAL	342.05
101-2025-725010	TELEPHONE	172.62
101-2205-710001	OFFICE SUPPLIES	179.24
101-2205-710015	OPERATING SUPPLIES	810.04
101-2205-722010	TRAINING	400.00
101-2205-725010	TELEPHONE	1,717.33
101-2500-701026	RETIREE MEDICARE CON	200.00
101-2500-710015	OPERATING SUPPLIES	790.68
101-2500-725010	TELEPHONE	1,140.38
101-2500-730000	PROFESSIONAL SERVICE	1,612.36
101-2500-740371	Contracts: RMS Software	33,320.85
101-270054	DEPOSITS: LIBRARY IMP	90,641.44
101-270055	Deposits: Tax Sharing Ag	1,077.90
101-280016	REIMB.: SAN BENITO CN	15,007.04
101-4000-710050	BOOKS/PUBLICATIONS	30.59
101-4005-710001	OFFICE SUPPLIES	32.96
101-4005-710015	OPERATING SUPPLIES	98.86
101-4010-710001	OFFICE SUPPLIES	22.08
101-4010-710015	OPERATING SUPPLIES	66.24
101-4010-710045	RENTALS/LEASES	159.57
101-4300-710015	OPERATING SUPPLIES	196.65
101-4300-710041	VEHICLE MAINTENANCE	325.00
101-4300-725010	TELEPHONE	105.18
101-5005-710015	OPERATING SUPPLIES	49.25
101-5005-725010	TELEPHONE	12.32
101-5010-710015	OPERATING SUPPLIES	46.90
101-5010-725010	TELEPHONE	12.32
101-7000-710015	OPERATING SUPPLIES	30.49
101-7000-725010	TELEPHONE	12.32
101-8000-710015	OPERATING SUPPLIES	260.34
203-5010-740176	SIGNAL MAINTENANCE	3,874.00
229-1100-710015	OPERATING SUPPLIES	5,760.00
229-1100-730000	PROFESSIONAL SERVICE	264,497.52
309-1100-740258	JUVENILE FUND TO COU	183,672.26
601-4200-710045	RENTALS/LEASES	113.58
620-1155-710015	OPERATING SUPPLIES	60.96

Account Summary

Account Number	Account Name	Expense Amount
620-1155-725001	GAS/ELECTRIC	155.41
620-1155-725010	TELEPHONE	7.84
620-1155-740027	CONTRACT: COMPUTER	7,999.16
620-130001	PREPAID EXPENSES	34.70
620-5035-710015	OPERATING SUPPLIES	90.50
620-5035-710018	Environmental Quality L	258.00
620-5035-710040	REPAIRS/MAINTENANCE	4,579.40
620-5035-725010	TELEPHONE	76.36
660-1155-710015	OPERATING SUPPLIES	25.22
660-1155-725001	GAS/ELECTRIC	160.96
660-1155-725010	TELEPHONE	28.24
660-1155-740027	CONTRACT: COMPUTER	7,999.16
660-130001	PREPAID EXPENSES	166.54
660-4990-725001	GAS/ELECTRIC	56,620.06
660-4995-710015	OPERATING SUPPLIES	311.82
660-4995-710040	REPAIRS/MAINTENANCE	864.86
660-4995-710041	VEHICLE MAINTENANCE	26.46
660-4995-710045	RENTALS/LEASES	504.00
660-4995-725010	TELEPHONE	74.18
662-5015-710015	OPERATING SUPPLIES	16.42
680-7010-730000	PROFESSIONAL SERVICE	123.22
851-1135-710015	OPERATING SUPPLIES	53.19
	Grand Total:	**693,123.47**

Project Account Summary

Project Account Key	Expense Amount
None	419,759.34
COH2501-710015	5,760.00
COH2501-730000	264,497.52
FS400001-710001	44.81
FS400001-710015	413.18
FS400001-722010	400.00
FS400001-725010	648.81
FS400002-710001	44.81
FS400002-710015	396.86
FS400002-725010	549.97
FS400003-710001	44.81
FS400003-725010	518.55
FS400004-710001	44.81
Grand Total:	**693,123.47**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 6, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	$4,437.59
Special Fund:	
Capital Projects Fund:	
Enterprise Fund:	$242.30
Assessment Fund:	
Fund 850/851	
Amount Transferred to Payroll:	
TOTAL AMOUNT DISBURSED:	$4,679.89

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Expense Approval Register

XP - PYPKT03879 - PPE 07/25/25 PAID 07/30/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General Fund					
STATE DISBURSEMENT UNIT	INV0046272	07/30/2025	[redacted]200000001	101-240007	1,507.38
STATE DISBURSEMENT UNIT	INV0046273	07/30/2025	20000000192058[redacted]	101-240007	553.85
STATE OF CA FRANCHISE TAX	INV0046294	07/30/2025	676918998070011885	101-240007	235.24
SAN BENITO COUNTY SHERIF	INV0046320	07/30/2025	[redacted]	101-240007	2,141.12
				Fund 101 - General Fund Total:	**4,437.59**
Fund: 670 - STREET SWEEPING FUND					
STATE DISBURSEMENT UNIT	INV0046271	07/30/2025	[redacted]0000095	670-240007	242.30
				Fund 670 - STREET SWEEPING FUND Total:	**242.30**
				Grand Total:	**4,679.89**

Fund Summary

Fund	Expense Amount
101 - General Fund	4,437.59
670 - STREET SWEEPING FUND	242.30
Grand Total:	**4,679.89**

Account Summary

Account Number	Account Name	Expense Amount
101-240007	PAYROLL: GARNISHMEN	4,437.59
670-240007	PAYROLL: GARNISHMEN	242.30
	Grand Total:	**4,679.89**

Project Account Summary

Project Account Key	Expense Amount
None	4,679.89
Grand Total:	**4,679.89**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 13, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	$107,841.15
Special Fund:	$3,305.75
Capital Projects Fund:	
Enterprise Fund:	$22,481.96
Assessment Fund:	$34,982.10
Fund 850/851	$2.40
Amount Transferred to Payroll:	
TOTAL AMOUNT DISBURSED:	$168,613.36

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Expense Approval Register

Packet: APPKT21521 - AP CK RUN 9-10-25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General Fund					
HOLLISTER AUTO PARTS, INC.	016028	08/11/2025	HPD - PREMIUM CAPSULES (	101-2500-710041	36.65
COUNTY OF SANTA CLARA	102567635	07/16/2025	HPD - SART EXAM CA	101-2500-710016	1,965.00
COUNTY OF SANTA CLARA	102728652	07/24/2025	HPD - SART EXAM CHARGES	101-2500-710016	1,500.00
AMAZON CAPITAL SERVICES,	1WGC-CNVW-N9G7	08/06/2025	HPD - PHONE CHARGING CA	101-2500-710015	15.28
CINTAS CORPORATION NO. 3	4239684989	08/11/2025	HPD - TRAFFIC/SCRAPER MA	101-2500-710015	73.87
VERIZON WIRELESS	6119908016	08/01/2025	ISD- PD LINE VERIZON WIREL	101-1157-725010	39.95
VERIZON WIRELESS	6119908016	08/01/2025	ANIMAL CONTROL VERIZON	101-2025-725010	311.58
VERIZON WIRELESS	6119908016	08/01/2025	HPD VERIZON WIRELESS PH	101-2500-725010	3,563.21
VERIZON WIRELESS	6119908016	08/01/2025	CODE ENFORCEMENT VERIZ	101-4300-725010	273.72
JESUS DIAZ	00110	08/18/2025	Installation of 3 metal windo	101-8000-710015	450.00
JESUS DIAZ	00154	08/02/2025	Completion of 40 feet of 4ft t	101-8050-710040	950.00
DAMM SOFTWATER SERVICE	0077905	08/11/2025	5gal Water Delivered; Damm	101-8000-725005	12.75
DDH AFFILIATES INC	1946	08/15/2025	Remove Existing basketball b	101-8050-710040	890.00
WEST COAST ARBORISTS, IN	232414	07/31/2025	Work Completed: 07/16/202	101-8050-730000	35,460.04
CARLONS FIRE EXTINGUISHE	252663	08/08/2025	Kitchen System Service; 450	101-8000-730000	512.58
CINTAS CORPORATION NO. 3	4239822441	08/12/2025	Leonard Martinez $15.34	101-8050-731000	25.81
W.W.GRAINGER, INC.	9596337015	08/05/2025	MODEL 175-3-04 56IN LO-SI	101-8050-710015	875.27
CASTRO, NATHAN	TR-DRIVER OP 1D, N.CASTRO	08/05/2025	2205 - TR - DRIVER OP 1D W	101-2205-722010	150.54
HOLLISTER AUTO PARTS, INC.	016437	08/14/2025	2205 - NAPA AUTO - ROT 50	101-2205-710041	32.75
CENTRAL AG SUPPLY LLC	1-10461	08/19/2025	Toilet paper; Liner 4048 40-4	101-8050-710015	1,000.36
ART BLACK	125310	08/10/2025	2205 - CARMEL FIRE - 1901 L	101-2205-730000	200.00
ART BLACK	125311	08/10/2025	2205 - CAMEL FIRE - 13D MA	101-2205-730000	200.00
AMAZON CAPITAL SERVICES,	191K-GMR4-LGG4	08/15/2025	2205-AMAZN - DUAL MONIT	101-2205-710001	153.70
AMAZON CAPITAL SERVICES,	1J7T-KHVH-MHYC	08/12/2025	2205 - AMZN - CUSTOM MET	101-2205-710001	15.17
AMAZON CAPITAL SERVICES,	1VD7-JDXM-4JL1	08/13/2025	2205 - AMZN - CLEANING SU	101-2205-710015	95.09
AT&T	000023923891	08/12/2025	AT&T CALF DEPT OF JUSTICE	101-2500-725010	285.94
AT&T	000023925149	08/12/2025	AT&T SANTA CRUZ EMERGEN	101-2500-725010	375.29
AT&T	000023938770	08/16/2025	HPD - PHONES/CAMERAS AN	101-2025-725010	90.52
AT&T	000023938770	08/16/2025	HPD - PHONES/CAMERAS H	101-2500-725010	364.42
AT&T	000023938770	08/16/2025	HPD - PHONES/CAMERAS CO	101-4300-725010	65.55
DAMM SOFTWATER SERVICE	0078336	08/14/2025	357/361 - WATER DELIVERY	101-4005-710015	17.00
DAMM SOFTWATER SERVICE	0078338	08/14/2025	339 5TH ST - WATER DELIVER	101-4000-710015	10.20
DAMM SOFTWATER SERVICE	0078338	08/14/2025	339 5TH ST - WATER DELIVER	101-4005-710015	8.70
DAMM SOFTWATER SERVICE	0078338	08/14/2025	339 5TH ST - WATER DELIVER	101-4010-710015	8.70
HOLLISTER AUTO PARTS, INC.	015810	08/08/2025	5010-20 BATTERY	101-5010-710041	239.06
HOLLISTER AUTO PARTS, INC.	016232	08/12/2025	2500-81 VALVE COVER GASK	101-2500-710041	47.46
HOLLISTER AUTO PARTS, INC.	016301	08/13/2025	2500-81 FUEL INJECTOR	101-2500-710041	19.49
HOLLISTER AUTO PARTS, INC.	016332	08/13/2025	2500-81 INTAKE MANIFOLD	101-2500-710041	260.40
HOLLISTER AUTO PARTS, INC.	016412	08/14/2025	2500-78 COOLING FAN ASSY	101-2500-710041	334.87
HOLLISTER AUTO PARTS, INC.	016461	08/14/2025	2500-78 THERMOSTAT	101-2500-710041	14.45
HOLLISTER AUTO PARTS, INC.	016468	08/14/2025	4000-22244 AIR FILTER	101-4000-710041	17.74
HOLLISTER AUTO PARTS, INC.	016518	08/14/2025	2500-81 WINSHIELD WASHE	101-2500-710041	22.34
HOLLISTER AUTO PARTS, INC.	016639	08/15/2025	TEST KIT	101-5005-710015	117.84
STEARNS CONRAD AND SCH	0547085	07/31/2025	HOLLISTER CLASS 1 LANDFILL	101-2207-730000	5,134.00
TORO PETROLEUM CORP.	0706156-IN	08/07/2025	5,932 UNLEADED 1,986 DIES	101-180001	30,301.85
DAVID A. STEVENSON	1065	08/03/2025	190 SKYLINE/PARK HILL/WW	101-8050-710040	60.00
DISTRIBUTOR OPERATIONS, I	110007677	08/11/2025	2500 BATTERY	101-2500-710041	522.11
NEW SV MEDIA	150878	08/11/2025	08/28/25 PC PUBLIC NOTICE	101-4010-728000	534.60
AMAZON CAPITAL SERVICES,	1R7D-WFK1-PXQQ	08/15/2025	PUBLIC WORKS SUPPLIES	101-5005-710001	3.27
AMAZON CAPITAL SERVICES,	1R7D-WFK1-PXQQ	08/15/2025	PUBLIC WORKS SUPPLIES	101-5010-710001	3.27
AMAZON CAPITAL SERVICES,	1R7D-WFK1-PXQQ	08/15/2025	PUBLIC WORKS SUPPLIES	101-7000-710001	3.27
BRIGANTINO IRRIGATION, IN	220000119407	08/08/2025	TREE LIGHTS DOWNTOWN	101-5010-710015	101.60
DESIGN LINE & GRANGER PR	30888	08/15/2025	BUILDING DIVISION REGULA	101-4005-710015	302.62

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AUTO TECH SERVICE CENTER	36711	08/07/2025	2500-85 TRANSMISSION ASS	101-2500-710041	5,600.00
CLARK PEST CONTROL OF ST	38037792	08/08/2025	PEST AWAY 1321 SOUTH ST	101-5005-730000	44.20
CLARK PEST CONTROL OF ST	38037792	08/08/2025	PEST AWAY 1321 SOUTH ST	101-5010-730000	44.20
CLARK PEST CONTROL OF ST	38037792	08/08/2025	PEST AWAY 1321 SOUTH ST	101-7000-730000	44.20
WELLS FARGO FINANCIAL LE	5035147976	08/01/2025	BUILDING/HR COPIER - AUG	101-1160-710045	177.53
WELLS FARGO FINANCIAL LE	5035147976	08/01/2025	BUILDING/HR COPIER - AUG	101-4005-710045	177.53
VESTIS GROUP,INC	5110749000	08/14/2025	361 5TH ST - MAT RENTALS	101-4005-710045	44.66
VESTIS GROUP,INC	5110749997	08/15/2025	Scrapers/Mats/Towels	101-5005-710015	57.65
VESTIS GROUP,INC	5110749997	08/15/2025	Fleet Uniforms	101-5005-731000	26.13
VESTIS GROUP,INC	5110749998	08/15/2025	1321 South St Mats	101-5005-710015	15.42
VESTIS GROUP,INC	5110749998	08/15/2025	1321 South St Mats	101-5010-710015	15.41
VESTIS GROUP,INC	5110749998	08/15/2025	1321 South St Mats	101-7000-710015	15.41
VESTIS GROUP,INC	5110750000	08/15/2025	Facilities/Sewer/Storm/Wate	101-5010-731000	50.34
KYOCERA DOCUMENT SOLUT	55Y1550959	08/18/2025	339 5TH ST - BACK OFFICE C	101-4000-710045	113.15
KYOCERA DOCUMENT SOLUT	55Y1550959	08/18/2025	339 5TH ST - BACK OFFICE C	101-4005-710045	90.52
KYOCERA DOCUMENT SOLUT	55Y1550959	08/18/2025	339 5TH ST - BACK OFFICE C	101-4010-710045	22.63
KYOCERA DOCUMENT SOLUT	55Y1550961	08/18/2025	1321 SOUTH ST 7/25/25-8/2	101-5005-710015	24.47
KYOCERA DOCUMENT SOLUT	55Y1550961	08/18/2025	1321 SOUTH ST 7/25/25-8/2	101-5010-710015	24.47
KYOCERA DOCUMENT SOLUT	55Y1550961	08/18/2025	1321 SOUTH ST 7/25/25-8/2	101-7000-710015	24.47
STAPLES, INC.	6039839596	08/16/2025	BUILDING DIVISION BANKER	101-4005-710015	43.94
VERIZON WIRELESS	6120609123	08/09/2025	CELLPHONE 7/10/25-8/9/25	101-5010-725010	191.70
VERIZON WIRELESS	6120609123	08/09/2025	CELLPHONE 7/10/25-8/9/25	101-7000-725010	19.17
VERIZON WIRELESS	6120609123	08/09/2025	CELLPHONE 7/10/25-8/9/25	101-8050-725010	95.85
VERIZON WIRELESS	6120609124	08/09/2025	FLEET CELLPHONE 7/10/25-8	101-5005-725010	30.62
EDWARDS TRUCK CENTER, I	74498	08/18/2025	2205-82116 FUEL PUMP	101-2205-710041	9,233.65
SAFETY - KLEEN SYSTEMS, IN	97804173	07/29/2025	USED OIL SERVICE	101-5005-740171	257.00
GREENWOOD CHEVROLET	CVCS225390	08/18/2025	2500-102 SMOG INPSECTIO	101-2500-710041	66.75
TIFFANY MOTOR COMPANY	FOW86909	08/12/2025	2500-101 CANNIST	101-2500-710041	193.20
TIFFANY MOTOR COMPANY	FOW86913	08/12/2025	2500-102 ALTERNATOR	101-2500-710041	491.40
TIFFANY MOTOR COMPANY	FOW86963	08/14/2025	2500-81 SPARK	101-2500-710041	50.60
ERNIE CASTILLO	FY25/26TOOLALLOW	08/15/2025	FY 25/26 TOOL ALLOW ALLO	101-5005-740366	159.89
TYLER PROVOST	PROVOST,T REM BOOT 25-26	08/14/2025	HPD - TYLER PROVOST BOOT	101-2500-731000	212.07
SUNNYSLOPE COUNTY WATE	25-01620-00 07/25	07/20/2025	06/20/2025-7/20/2025 #2 2	101-8050-725005	340.84
P G AND E	3337098344-8 08/25	08/05/2025	1291 SOUTH STREET OFFICE	101-5005-725001	96.35
P G AND E	3337098344-8 08/25	08/05/2025	1321 SOUTH ST/GAS & ELEC	101-5005-725001	494.39
P G AND E	3337098344-8 08/25	08/05/2025	1321 SOUTH ST/GAS & ELEC	101-5010-725001	494.38
P G AND E	3337098344-8 08/25	08/05/2025	1291 SOUTH STREET OFFICE	101-5010-725001	96.35
P G AND E	3337098344-8 08/25	08/05/2025	1291 SOUTH STREET OFFICE	101-7000-725001	96.35
P G AND E	3337098344-8 08/25	08/05/2025	1321 SOUTH ST/GAS & ELEC	101-7000-725001	494.38
				Fund 101 - General Fund Total:	**107,841.15**
Fund: 203 - Gas Tax					
BEAR ELECTRICAL SOLUTION	27378	07/31/2025	JULY TRAFFIC SIGNAL ROUTI	203-5010-740176	1,428.00
BEAR ELECTRICAL SOLUTION	27542	07/31/2025	JULY TRAFFIC SIGNAL RESPO	203-5010-740176	1,326.00
WRIGHT BROTHERS WELDIN	294246	08/19/2025	THERMO CART COUPLING	203-5010-710040	37.67
MCKINNON LUMBER CO. INC	FBH46	08/15/2025	ANCHOR BOLTS	203-5010-710015	54.19
P G AND E	2775144149-7 08/25	08/13/2025	HWY 25 @ HILLCREST - TRAF	203-5010-725001	67.19
P G AND E	3940980948-8 08/25	08/13/2025	375 FIFTH ST/HSE MTR	203-5010-725001	11.39
P G AND E	4630775838-6 07/25	07/24/2025	320 SAN BENITO ST - TRAFFI	203-5010-725001	65.37
P G AND E	7292430455-2 07/25	07/24/2025	SAN BENITO & SOUTH ST/TR	203-5010-725001	62.39
P G AND E	8999009519-5 08/25	08/05/2025	1 4TH STREET - TRAFFIC CON	203-5010-725001	151.94
P G AND E	9938814954-6 08/25	08/13/2025	41 FALLON RD - TRAFFIC CTR	203-5010-725001	101.61
				Fund 203 - Gas Tax Total:	**3,305.75**
Fund: 601 - AIRPORT ENTERPRISE FUND					
MUNICIPAL MAINTENANCE E	039870	08/11/2025	4200-E1823 FLANGE BEARIN	601-4200-710041	1,328.32
				Fund 601 - AIRPORT ENTERPRISE FUND Total:	**1,328.32**
Fund: 620 - WATER ENTERPRISE FUND					
HOLLISTER AUTO PARTS, INC.	016642	08/15/2025	5035-21221 POWER STEERIN	620-5035-710041	289.98
THE DON CHAPIN CO. INC	198854	08/06/2025	RECYCLE CLEAN CON A/C MA	620-5035-710040	53.12
THE DON CHAPIN CO. INC	198858	08/07/2025	RECYCLE IMPORT DIRT	620-5035-710040	272.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES,	1R7D-WFK1-PXQQ	08/15/2025	PUBLIC WORKS SUPPLIES	620-5035-710001	3.27
AMAZON CAPITAL SERVICES,	1YFN-M7HC-73G7	08/14/2025	PUBLIC WORKS SUPPLIES	620-5035-710015	40.20
GRANITE ROCK COMPANY	2242515	08/08/2025	23.62 AGRREGATE BASE/23.	620-5035-710040	1,704.00
CLARK PEST CONTROL OF ST	38037792	08/08/2025	PEST AWAY 1321 SOUTH ST	620-5035-730000	44.20
RAFTELIS FINANCIAL CONSUL	41302	07/31/2025	WATER RATE & CAPACITY JUL	620-1155-730000	4,407.50
VESTIS GROUP,INC	5110749998	08/15/2025	1321 South St Mats	620-5035-710015	15.41
VESTIS GROUP,INC	5110750000	08/15/2025	Facilities/Sewer/Storm/Wate	620-5035-731000	9.43
KYOCERA DOCUMENT SOLUT	55Y1550961	08/18/2025	1321 SOUTH ST 7/25/25-8/2	620-5035-710015	24.47
VERIZON WIRELESS	6120609123	08/09/2025	CELLPHONE 7/10/25-8/9/25	620-5035-725010	38.34
DOROTHY JUNE BAKER	943308	08/12/2025	TRIMMER	620-5035-710015	498.17
W.W.GRAINGER, INC.	9606880194	08/13/2025	GLOVES/WIPE ROLL	620-5035-710015	305.04
W.W.GRAINGER, INC.	9607081347	08/14/2025	SUNSCREEN PACKET	620-5035-710015	46.62
W.W.GRAINGER, INC.	9607557114	08/14/2025	GLOVES	620-5035-710015	189.33
MCKINNON LUMBER CO. INC	KB826	08/15/2025	SHORING	620-5035-710040	224.08
ICONIX WATERWORKS (US) I	U2516033022	08/15/2025	PLATED BOLT UP SET/RUBBE	620-5035-710040	1,341.56
P G AND E	3337098344-8 08/25	08/05/2025	801 MEMORIAL BOOSTER ST	620-5035-725001	490.62
P G AND E	3337098344-8 08/25	08/05/2025	1321 SOUTH ST/GAS & ELEC	620-5035-725001	494.39
P G AND E	3337098344-8 08/25	08/05/2025	1291 SOUTH STREET OFFICE	620-5035-725001	96.35
				Fund 620 - WATER ENTERPRISE FUND Total:	**10,588.31**
Fund: 660 - SEWER ENTRPRISE FUND					
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	156A.17 Water Reclamation/	660-8050-730000	1,810.00
CINTAS CORPORATION NO. 3	4239822441	08/12/2025	Leonard Martinez $15.34	660-8050-731000	25.81
DAVID A. STEVENSON	1065	08/03/2025	190 SKYLINE/PARK HILL/WW	660-4991-710040	60.00
DAVID A. STEVENSON	1065	08/03/2025	190 SKYLINE/PARK HILL/WW	660-4995-710040	60.00
THE DON CHAPIN CO. INC	198854	08/06/2025	RECYCLE CLEAN CON A/C MA	660-4995-710040	53.12
THE DON CHAPIN CO. INC	198858	08/07/2025	RECYCLE IMPORT DIRT	660-4995-710040	272.23
AMAZON CAPITAL SERVICES,	1R7D-WFK1-PXQQ	08/15/2025	PUBLIC WORKS SUPPLIES	660-4995-710001	3.27
AMAZON CAPITAL SERVICES,	1YFN-M7HC-73G7	08/14/2025	PUBLIC WORKS SUPPLIES	660-4995-710015	40.19
CLARK PEST CONTROL OF ST	38037792	08/08/2025	PEST AWAY 1321 SOUTH ST	660-4995-730000	44.20
VESTIS GROUP,INC	5110749998	08/15/2025	1321 South St Mats	660-4995-710015	15.41
VESTIS GROUP,INC	5110750000	08/15/2025	Facilities/Sewer/Storm/Wate	660-4995-731000	31.69
KYOCERA DOCUMENT SOLUT	55Y1550961	08/18/2025	1321 SOUTH ST 7/25/25-8/2	660-4995-710015	24.46
VERIZON WIRELESS	6120609123	08/09/2025	CELLPHONE 7/10/25-8/9/25	660-4995-725010	76.68
DOROTHY JUNE BAKER	943381	08/15/2025	TRIMMER	660-4995-710015	524.39
W.W.GRAINGER, INC.	9608086501	08/14/2025	GLOVES	660-4995-710015	335.49
P G AND E	3109326054-0 07/25	07/25/2025	2690 SAN JUAN ROAD - WW	660-4990-725001	24.64
P G AND E	3337098344-8 08/25	08/05/2025	1291 SOUTH STREET OFFICE	660-4995-725001	96.34
P G AND E	3337098344-8 08/25	08/05/2025	1321 SOUTH ST/GAS & ELEC	660-4995-725001	494.38
P G AND E	6708513252-9 08/25	08/05/2025	1171 SAN FELIPE ROAD LIFT	660-4995-725001	2,508.12
P G AND E	6708513252-9 08/25	08/05/2025	201 EAST/2ND & EAST PUMP	660-4995-725001	324.09
P G AND E	6708513252-9 08/25	08/05/2025	999 ARMORY DRIVE LIFT STA	660-4995-725001	1,455.99
P G AND E	6708513252-9 08/25	08/05/2025	684 KLAMATH WAY LIFT STAT	660-4995-725001	540.21
P G AND E	6708513252-9 08/25	08/05/2025	509 RAVEN ST (ALLENDALE)	660-4995-725001	509.13
				Fund 660 - SEWER ENTRPRISE FUND Total:	**9,329.84**
Fund: 662 - STORM DRAIN					
AMAZON CAPITAL SERVICES,	1WLN-C9YL-JPR3	08/18/2025	PUBLIC WORKS SUPPLIES	662-5015-710040	176.97
				Fund 662 - STORM DRAIN Total:	**176.97**
Fund: 665 - SEWER IND. ENTERPRISE					
P G AND E	0636294707-6 07/25	07/24/2025	1325 SOUTH ST- IWWTP GRI	665-4991-725001	720.38
				Fund 665 - SEWER IND. ENTERPRISE Total:	**720.38**
Fund: 670 - STREET SWEEPING FUND					
AMAZON CAPITAL SERVICES,	1MRN-CPKY-R691	08/19/2025	PUBLIC WORKS	670-5015-710015	199.24
VESTIS GROUP,INC	5110750000	08/15/2025	Facilities/Sewer/Storm/Wate	670-5015-731000	17.08
				Fund 670 - STREET SWEEPING FUND Total:	**216.32**
Fund: 680 - BRIGGS BLDG ENTPR FUND					
AT&T	000023938770	08/16/2025	ELEVATORS - EMER LINE BRI	680-7010-730000	121.82
				Fund 680 - BRIGGS BLDG ENTPR FUND Total:	**121.82**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 709 - LANDSCAPE & LIGHTING DIST					
JESUS DIAZ	00110	08/18/2025	Installation of 3 metal windo	709-8050-710015	450.00
WEST COAST ARBORISTS, IN	232414	07/31/2025	Work Completed: 07/16/202	709-8050-730000	4,835.46
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.16 Sunnyslope Rd	709-8050-730000	507.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.9 Ladd Ranch	709-8050-730000	259.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.11 Meridian St	709-8050-730000	362.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.19 Cesar Chavez extra area	709-8050-730000	357.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.17 Sunnyslope Village	709-8050-730000	1,558.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.2 Airline & Sunset Dr	709-8050-730000	502.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.1 Airline	709-8050-730000	1,567.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.8 Hillcrest Rd	709-8050-730000	362.00
CINTAS CORPORATION NO. 3	4239822441	08/12/2025	Leonard Martinez $15.34	709-8050-731000	25.81
DAVID A. STEVENSON	1067	08/08/2025	2320 MIMOSA/1600 PANOR	709-8050-710040	300.00
SUNNYSLOPE COUNTY WATE	34-05112-00 07/25	07/20/2025	06/20/2025-7/20/2025 Waln	709-8050-725005	101.55
SUNNYSLOPE COUNTY WATE	34-07600-00 07/25	07/20/2025	06/20/2025-7/20/2025 2830	709-8050-725005	198.26
SUNNYSLOPE COUNTY WATE	54-00010-00 07/25	07/20/2025	06/20/2025-7/20/2025 Beve	709-8050-725005	3,029.13
SUNNYSLOPE COUNTY WATE	54-00770-00 07/25	07/20/2025	06/20/2025-7/20/2025 1100	709-8050-725005	320.42
SUNNYSLOPE COUNTY WATE	54-01280-00 07/25	07/20/2025	06/20/2025-7/20/2025 Irg G	709-8050-725005	56.57
SUNNYSLOPE COUNTY WATE	54-02015-00 07/25	07/20/2025	06/20/2025-7/20/2025 Spru	709-8050-725005	101.55
SUNNYSLOPE COUNTY WATE	54-05000-00 07/25	07/20/2025	06/20/2025-7/20/2025 Irg B	709-8050-725005	116.82
SUNNYSLOPE COUNTY WATE	54-05005-00 07/25	07/20/2025	06/20/2025-7/20/2025 Suny	709-8050-725005	101.55
SUNNYSLOPE COUNTY WATE	60-03028-00 07/25	07/20/2025	06/20/2025-7/20/2025 1041	709-8050-725005	132.08
SUNNYSLOPE COUNTY WATE	60-03320-01 07/25	07/20/2025	06/20/2025-7/20/2025 1212	709-8050-725005	107.47
				Fund 709 - LANDSCAPE & LIGHTING DIST Total:	**15,350.67**
Fund: 712 - CFD#4 PUBLIC FACILITIES					
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	16 El Cerro Additional Basin	712-8050-730000	280.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.18 Mirabella II Westfield P	712-8050-730000	1,087.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.11 Mirabella Orchard Park	712-8050-730000	181.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.2 Apricot	712-8050-730000	1,087.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	9 Mirabella Pond	712-8050-730000	321.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	7 Homestead/Saddlebrook-C	712-8050-730000	569.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.21 River Trail Park	712-8050-730000	254.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.20 Solorio II	712-8050-730000	217.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.6 Heartland Dr	712-8050-730000	109.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.3 Allendale Community	712-8050-730000	4,160.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.28 Slate Ave	712-8050-730000	83.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.27 Cerrato	712-8050-730000	1,071.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.22 W. of Fairview & Union	712-8050-730000	1,594.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.15 Santa Ana Village Additi	712-8050-730000	36.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.15 Santa Ana Villages	712-8050-730000	36.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.14 Santa Ana Rd	712-8050-730000	109.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.10 Ladd/Southside	712-8050-730000	797.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.13 Santa Ana Park	712-8050-730000	1,770.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	A.19 Solorio 1	712-8050-730000	290.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.7 San Benito St/Heartland	712-8050-730000	109.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.30 Chappell Rd	712-8050-730000	124.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.31 Amanda Lane	712-8050-730000	375.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.32 N. Gonzalez Dr	712-8050-730000	245.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.33 Mimosa, Cesar Chavez t	712-8050-730000	355.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.34 Roberts Ranch/Enterpri	712-8050-730000	370.00
SMITH & ENRIGHT LANDSCA	2375	08/15/2025	C.29 Keiper-Westfield	712-8050-730000	248.00
CINTAS CORPORATION NO. 3	4239822441	08/12/2025	Leonard Martinez $15.34	712-8050-731000	25.82
DAVID A. STEVENSON	1067	08/08/2025	2320 MIMOSA/1600 PANOR	712-8050-710040	60.00
SUNNYSLOPE COUNTY WATE	47-00130-04 07/25	07/20/2025	06/20/2025-7/20/2025 Mim	712-8050-725005	610.55
SUNNYSLOPE COUNTY WATE	47-00178-01 07/25	07/20/2025	06/20/2025-7/20/2025 By 2	712-8050-725005	92.20
SUNNYSLOPE COUNTY WATE	47-00192-01 07/25	07/20/2025	06/20/2025-7/20/2025 By 2	712-8050-725005	82.02
SUNNYSLOPE COUNTY WATE	47-00380-01 07/25	07/20/2025	06/20/2025-7/20/2025 2681	712-8050-725005	289.88
SUNNYSLOPE COUNTY WATE	47-00382-01 07/25	07/20/2025	06/20/2025-7/20/2025 2680	712-8050-725005	147.36
SUNNYSLOPE COUNTY WATE	47-00454-01 07/25	07/20/2025	06/20/2025-7/20/2025 By 2	712-8050-725005	36.21
SUNNYSLOPE COUNTY WATE	48-00272-01 07/25	07/20/2025	06/20/2025-7/20/2025 2320	712-8050-725005	1,445.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUNNYSLOPE COUNTY WATE	48-00598-01 07/25	07/20/2025	06/20/2025-7/20/2025 2191	712-8050-725005	198.26
SUNNYSLOPE COUNTY WATE	50-05525-01 07/25	07/20/2025	06/20/2025-7/20/2025 1171	712-8050-725005	260.17
SUNNYSLOPE COUNTY WATE	50-05555-04 07/25	07/20/2025	06/20/2025-7/20/2025 811	712-8050-725005	36.21
SUNNYSLOPE COUNTY WATE	60-00164-01 07/25	07/20/2025	06/20/2025-7/20/2025 1450	712-8050-725005	102.81
SUNNYSLOPE COUNTY WATE	60-03270-01 07/25	07/20/2025	06/20/2025-7/20/2025 1200	712-8050-725005	148.19
SUNNYSLOPE COUNTY WATE	66-05768-01 07/25	07/20/2025	712-8050-725005	712-8050-725005	219.45
				Fund 712 - CFD#4 PUBLIC FACILITIES Total:	**19,631.43**
Fund: 851 - HOUSING					
DAMM SOFTWATER SERVICE	0078338	08/14/2025	339 5TH ST - WATER DELIVER	851-1135-710015	2.40
				Fund 851 - HOUSING Total:	**2.40**
				Grand Total:	**168,613.36**

Fund Summary

Fund	Expense Amount
101 - General Fund	107,841.15
203 - Gas Tax	3,305.75
601 - AIRPORT ENTERPRISE FUND	1,328.32
620 - WATER ENTERPRISE FUND	10,588.31
660 - SEWER ENTRPRISE FUND	9,329.84
662 - STORM DRAIN	176.97
665 - SEWER IND. ENTERPRISE	720.38
670 - STREET SWEEPING FUND	216.32
680 - BRIGGS BLDG ENTPR FUND	121.82
709 - LANDSCAPE & LIGHTING DIST	15,350.67
712 - CFD#4 PUBLIC FACILITIES	19,631.43
851 - HOUSING	2.40
Grand Total:	**168,613.36**

Account Summary

Account Number	Account Name	Expense Amount
101-1157-725010	TELEPHONE	39.95
101-1160-710045	RENTALS/LEASES	177.53
101-180001	FUEL INVENTORY	30,301.85
101-2025-725010	TELEPHONE	402.10
101-2205-710001	OFFICE SUPPLIES	168.87
101-2205-710015	OPERATING SUPPLIES	95.09
101-2205-710041	VEHICLE MAINTENANCE	9,266.40
101-2205-722010	TRAINING	150.54
101-2205-730000	PROFESSIONAL SERVICE	400.00
101-2207-730000	PROFESSIONAL SERVICE	5,134.00
101-2500-710015	OPERATING SUPPLIES	89.15
101-2500-710016	LAB & MEDICAL	3,465.00
101-2500-710041	VEHICLE MAINTENANCE	7,659.72
101-2500-725010	TELEPHONE	4,588.86
101-2500-731000	UNIFORM PURCHASES	212.07
101-4000-710015	OPERATING SUPPLIES	10.20
101-4000-710041	VEHICLE MAINTENANCE	17.74
101-4000-710045	RENTALS/LEASES	113.15
101-4005-710015	OPERATING SUPPLIES	372.26
101-4005-710045	RENTALS/LEASES	312.71
101-4010-710015	OPERATING SUPPLIES	8.70
101-4010-710045	RENTALS/LEASES	22.63
101-4010-728000	LEGAL NOTICES	534.60
101-4300-725010	TELEPHONE	339.27
101-5005-710001	OFFICE SUPPLIES	3.27
101-5005-710015	OPERATING SUPPLIES	215.38
101-5005-725001	GAS/ELECTRIC	590.74
101-5005-725010	TELEPHONE	30.62
101-5005-730000	PROFESSIONAL SERVICE	44.20
101-5005-731000	UNIFORM PURCHASES	26.13
101-5005-740171	CONTRACTS: SAFETY KLE	257.00
101-5005-740366	CONTRACTS: TOOL ALLO	159.89
101-5010-710001	OFFICE SUPPLIES	3.27
101-5010-710015	OPERATING SUPPLIES	141.48
101-5010-710041	VEHICLE MAINTENANCE	239.06
101-5010-725001	GAS/ELECTRIC	590.73
101-5010-725010	TELEPHONE	191.70
101-5010-730000	PROFESSIONAL SERVICE	44.20
101-5010-731000	UNIFORM PURCHASES	50.34
101-7000-710001	OFFICE SUPPLIES	3.27
101-7000-710015	OPERATING SUPPLIES	39.88
101-7000-725001	Gas/Electric	590.73
101-7000-725010	TELEPHONE	19.17

Account Summary

Account Number	Account Name	Expense Amount
101-7000-730000	Professional Services	44.20
101-8000-710015	OPERATING SUPPLIES	450.00
101-8000-725005	WATER/SEWER	12.75
101-8000-730000	PROFESSIONAL SERVICE	512.58
101-8050-710015	Operating Supplies	1,875.63
101-8050-710040	Repairs/Maintenance	1,900.00
101-8050-725005	Water/Sewer	340.84
101-8050-725010	TELEPHONE	95.85
101-8050-730000	Professional Services	35,460.04
101-8050-731000	UNIFORM PURCHASES	25.81
203-5010-710015	OPERATING SUPPLIES	54.19
203-5010-710040	REPAIRS/MAINTENANCE	37.67
203-5010-725001	GAS/ELECTRIC	459.89
203-5010-740176	SIGNAL MAINTENANCE	2,754.00
601-4200-710041	VEHICLE MAINTENANCE	1,328.32
620-1155-730000	PROFESSIONAL SERVICE	4,407.50
620-5035-710001	OFFICE SUPPLIES	3.27
620-5035-710015	OPERATING SUPPLIES	1,119.24
620-5035-710040	REPAIRS/MAINTENANCE	3,594.99
620-5035-710041	VEHICLE MAINTENANCE	289.98
620-5035-725001	GAS/ELECTRIC	1,081.36
620-5035-725010	TELEPHONE	38.34
620-5035-730000	Professional Services	44.20
620-5035-731000	UNIFORM PURCHASES	9.43
660-4990-725001	GAS/ELECTRIC	24.64
660-4991-710040	REPAIRS/MAINTENANCE	60.00
660-4995-710001	OFFICE SUPPLIES	3.27
660-4995-710015	OPERATING SUPPLIES	939.94
660-4995-710040	REPAIRS/MAINTENANCE	385.35
660-4995-725001	GAS/ELECTRIC	5,928.26
660-4995-725010	TELEPHONE	76.68
660-4995-730000	PROFESSIONAL SERVICE	44.20
660-4995-731000	UNIFORM PURCHASES	31.69
660-8050-730000	Professional Services	1,810.00
660-8050-731000	Uniform Purchases	25.81
662-5015-710040	Repairs/Maintenance	176.97
665-4991-725001	GAS/ELECTRIC	720.38
670-5015-710015	OPERATING SUPPLIES	199.24
670-5015-731000	UNIFORM PURCHASES	17.08
680-7010-730000	PROFESSIONAL SERVICE	121.82
709-8050-710015	Operating Supplies	450.00
709-8050-710040	Repairs/Maintenance	300.00
709-8050-725005	Water/Sewer	4,265.40
709-8050-730000	Professional Services	10,309.46
709-8050-731000	Uniform Purchases	25.81
712-8050-710040	Repairs/Maintenance	60.00
712-8050-725005	Water/Sewer	3,668.61
712-8050-730000	Professional Services	15,877.00
712-8050-731000	Uniform Purchases	25.82
851-1135-710015	OPERATING SUPPLIES	2.40
	Grand Total:	**168,613.36**

Project Account Summary

Project Account Key	Expense Amount
None	142,784.46
FD400001-730000	569.00
FD400003-730000	1,842.00
FD400006-730000	1,341.00

Project Account Summary

Project Account Key		Expense Amount
FD400007-730000		797.00
FD400008-730000		502.00
FD400009-730000		280.00
FD400015-730000		507.00
FD400016-730000		109.00
FD400017-730000		4,160.00
FD400018-730000		2,489.00
FD400020-730000		1,594.00
FD400025-730000		1,558.00
FS400001-710001		168.87
FS400001-710015		95.09
FS400001-710041		32.75
FS400001-730000		400.00
FS400003-710041		9,233.65
FS400003-722010		150.54
	Grand Total:	**168,613.36**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 13, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	
Special Fund:	
Capital Projects Fund:	
Enterprise Fund:	
Assessment Fund:	
Fund 850/851	
Amount Transferred to Payroll:	$728,609.74
TOTAL AMOUNT DISBURSED:	$728,609.74

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Payroll Check Register
Report Summary
Pay Period: 7/26/2025-8/8/2025

Packet: PYPKT03889 - PPE 08/08/25 PAID 08/13/25
Payroll Set: CITY OF HOLLISTER - 01

Type	Count	Amount
Regular Checks	3	2,629.20
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	247	725,980.54
Total	**250**	**728,609.74**

STAFF REPORT
CITY COUNCIL AGENDA

DATE: August 15, 2025 **AGENDA ITEM: Consent**
STUDY SESSION DATE: N/A

- TITLE OF ITEM: Warrant Register -- General-Special-Enterprise-Assessment Funds
- BRIEF DESCRIPTION: Audit attached warrant register
- STAFF RECOMMENDATION: Review and approve the report and register(s) attached.

DEPARTMENT SUMMARY: Sufficient resources are available in each of the funds listed above to satisfy the amount of the warrant and payroll disbursements on this register.

FINANCIAL IMPACT:

FUND REGISTER TOTAL:	
General Fund:	$9,497.74
Special Fund:	$97.58
Capital Projects Fund:	
Enterprise Fund:	$1,705.35
Assessment Fund:	$332.57
Fund 850/851	$6.86
Amount Transferred to Payroll:	
TOTAL AMOUNT DISBURSED:	$11,640.10

DEPARTMENT: Administrative Services Department
CONTACT PERSON: Grizelle Gonzalez, Management Analyst
Maricela Romero, Accounting Technician II
PHONE NUMBER: (831) 636-4301 1119

THIS REPORT WAS REVIEWED BY THE CITY MANAGER WHO CONCURS WITH THE STAFF RECOMMENDATION_____
Grizelle Gonzalez, Management Analyst

City of Hollister

Expense Approval Register

XP - PYPKT03889 - PPE 08/08/25 PAID 08/13/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General Fund					
AMERICAN FIDELITY ASSURA	2526706-DC	08/13/2025	AMERICAN FIDELITY DEPEND	101-240027	438.34
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	101-240027	2,836.89
STATE DISBURSEMENT UNIT	INV0046335	08/13/2025	[redacted]	101-240007	1,507.38
STATE DISBURSEMENT UNIT	INV0046336	08/13/2025	[redacted]	101-240007	553.85
WEATHERS, JILL	INV0046365	08/13/2025	[redacted]	101-240007	2,000.00
WEATHERS, JILL	INV0046366	08/13/2025	[redacted]	101-240007	100.00
STATE OF CA FRANCHISE TAX	INV0046367	08/13/2025	[redacted]	101-240007	235.24
SAN BENITO COUNTY SHERIF	INV0046437	08/13/2025	[redacted]	101-240007	1,759.41
				Fund 101 - General Fund Total:	**9,431.11**
Fund: 172 - PROP 172					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	172-240027	66.63
				Fund 172 - PROP 172 Total:	**66.63**
Fund: 203 - Gas Tax					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	203-240027	14.25
				Fund 203 - Gas Tax Total:	**14.25**
Fund: 218 - MELLO ROOS CFD-1					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	218-240027	83.33
				Fund 218 - MELLO ROOS CFD-1 Total:	**83.33**
Fund: 601 - AIRPORT ENTERPRISE FUND					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	601-240027	147.09
				Fund 601 - AIRPORT ENTERPRISE FUND Total:	**147.09**
Fund: 620 - WATER ENTERPRISE FUND					
AMERICAN FIDELITY ASSURA	2526706-DC	08/13/2025	AMERICAN FIDELITY DEPEND	620-240027	10.84
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	620-240027	659.03
				Fund 620 - WATER ENTERPRISE FUND Total:	**669.87**
Fund: 660 - SEWER ENTRPRISE FUND					
AMERICAN FIDELITY ASSURA	2526706-DC	08/13/2025	AMERICAN FIDELITY DEPEND	660-240027	10.82
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	660-240027	439.78
				Fund 660 - SEWER ENTRPRISE FUND Total:	**450.60**
Fund: 670 - STREET SWEEPING FUND					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	670-240027	195.49
STATE DISBURSEMENT UNIT	INV0046334	08/13/2025	[redacted]	670-240007	242.30
				Fund 670 - STREET SWEEPING FUND Total:	**437.79**
Fund: 709 - LANDSCAPE & LIGHTING DIST					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	709-240027	39.63
				Fund 709 - LANDSCAPE & LIGHTING DIST Total:	**39.63**
Fund: 712 - CFD#4 PUBLIC FACILITIES					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	712-240027	39.61
				Fund 712 - CFD#4 PUBLIC FACILITIES Total:	**39.61**
Fund: 713 - CFD #5 - PUBLIC SAFETY (FIRE & POLICE)					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	713-240027	253.33
				Fund 713 - CFD #5 - PUBLIC SAFETY (FIRE & POLICE) Total:	**253.33**
Fund: 851 - HOUSING					
AMERICAN FIDELITY ASSURA	2526706-FSA	08/13/2025	FLEXIBLE SPENDING ACCOU	851-240027	6.86
				Fund 851 - HOUSING Total:	**6.86**
				Grand Total:	**11,640.10**

Fund Summary

Fund	Expense Amount
101 - General Fund	9,431.11
172 - PROP 172	66.63
203 - Gas Tax	14.25
218 - MELLO ROOS CFD-1	83.33
601 - AIRPORT ENTERPRISE FUND	147.09
620 - WATER ENTERPRISE FUND	669.87
660 - SEWER ENTRPRISE FUND	450.60
670 - STREET SWEEPING FUND	437.79
709 - LANDSCAPE & LIGHTING DIST	39.63
712 - CFD#4 PUBLIC FACILITIES	39.61
713 - CFD #5 - PUBLIC SAFETY (FIRE & POLICE)	253.33
851 - HOUSING	6.86
Grand Total:	**11,640.10**

Account Summary

Account Number	Account Name	Expense Amount
101-240007	PAYROLL: GARNISHMEN	6,155.88
101-240027	Payroll: American Fidelit	3,275.23
172-240027	PAYROLL: AMERICAN FID	66.63
203-240027	Payroll: American Fidelit	14.25
218-240027	Payroll: American Fidelit	83.33
601-240027	Payroll: American Fidelit	147.09
620-240027	Payroll: American Fidelit	669.87
660-240027	Payroll: American Fidelit	450.60
670-240007	PAYROLL: GARNISHMEN	242.30
670-240027	Payroll: American Fidelit	195.49
709-240027	Payroll: American Fidelit	39.63
712-240027	Payroll: American Fidelit	39.61
713-240027	PAYROLL: AMERICAN FID	253.33
851-240027	Payroll: American Fidelit	6.86
	Grand Total:	**11,640.10**

Project Account Summary

Project Account Key	Expense Amount
None	11,640.10
Grand Total:	**11,640.10**

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Airport-2025-20

AGENDA ITEM: A RESOLUTION APPROVING LEASE AMENDMENT NO. 1 FOR A TWO-YEAR LEASE EXTENSION WITH HELI-FLITE, INC. FOR THE BUILDING AND STORAGE AREA AT 234 SKYLANE DRIVE

DEPARTMENT: Airport
DEPARTMENT HEAD: Jeff Crechriou, Airport Director
STAFF CONTACT: Jeff Crechriou, Airport Director

RECOMMENDED ACTION: Adopt a resolution approving Lease Amendment No. 1 for a two-year extension with Heli-Flite, Inc. for the building and storage area at 234 Skylane Drive at the Hollister Municipal Airport and authorizing Interim City Manager to execute Lease Amendment No. 1.

DISCUSSION: Building and hangar rent accounts for 68% of the Airport's annual revenue. Heli-Flite, Inc., dba Aris Helicopters (Aris), is a long-term tenant located at the Airport since 2011 and is in good standing. The Airport desires to extend the 2020 lease with Heli-Flite, Inc.

At the regular meeting of August 3, 2020, the City Council adopted Resolution No. 202-145 approving a lease with Heli-Flite, Inc. for a 10,000 square foot (sf.) hangar building with office space and 1,600 sf. fenced-in outdoor storage area located at 234 Skylane Drive at the Airport with a base term of September 1, 2020, through September 1, 2025 and provision for an extension up to an additional five (5) years.

In August, Aris notified the Airport of their desire to exercise the option to extend the term for an additional two (2) years. The term of the Lease extension is September 1, 2025, through August 30, 2027. Also, Amendment No. 1 corrects Section 3.02 Use as it previously contained an incorrect building description and modifies Section 15.01 Sales, Assignments, Transfers, Subleases, and Encumbrances to allow for subletting with the written consent of the City. All other terms and conditions of the Lease Agreement dated September 1, 2020, shall remain in full force and effect.

Aris operates a helicopter services business and stores their helicopters in the hangar space. Aris has been in discussions with Cal Fire to sublet some space to store the Cal Fire Firehawk helicopter. The City/Airport would consent to the Cal Fire sublet finding the use is consistent, Cal Fire has been at the Airport for 30 plus years, provides critical public safety/firefighting services to the region and needs a location to store the Firehawk helicopter until the new Cal Fire Air Attack Base, an anticipated $53 million dollar investment by the state, is constructed on the west side of the airport.

FISCAL IMPACT: The Lease Extension will generate revenue to the Airport Enterprise Fund 601 of more than $97,600.

PREVIOUS COUNCIL OR COMMISSION ACTION: N/A

CEQA: N/A

ATTACHMENTS:
1. Resolution
2. Lease Amendment No. 1

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER APPROVING LEASE AMENDMENT NO.1 FOR A TWO-YEAR LEASE EXTENSION WITH HELI-FLITE, INC. FOR THE BUILDING AND OUTDOOR STORAGE AREA AT 234 SKYLANE DRIVE AT THE HOLLISTER MUNICIPAL AIRPORT

WHEREAS, building and hangar rent accounts for 68% of the Airport's annual revenue; and

WHEREAS, Heli-Flite, Inc., dba Aris Helicopters (Aris), is a long-term tenant located at the Airport since 2011 and is in good standing. The Airport desires to extend the 2020 lease with Heli-Flite, Inc., and

WHEREAS, at the regular meeting of August 3, 2020, the City Council adopted Resolution No. 2020-145 approving a lease with Heli-Flite, Inc. for a 10,000 square foot (sf.) hangar building with office space and 1,600 sf. fenced-in outdoor storage area located at 234 Skylane Drive at the Airport with a base term of September 1, 2020, through September 1, 2025 and provision for an extension up to an additional five (5) years; and

WHEREAS, Aris notified the Airport of their desire to exercise the option to extend the term for an additional two (2) years. The term of the Lease extension is September 1, 2025, through August 30, 2027. Also, Amendment No. 1 corrects Section 3.02 Use as it previously contained an incorrect building description and modifies Section 15.01 Sales, Assignments, Transfers, Subleases, and Encumbrances to allow for subletting with the written consent of the City. All other terms and conditions of the Lease Agreement dated September 1, 2020, shall remain in full force and effect; and

WHEREAS, the Lease Extension will generate revenue to the Airport Enterprise Fund 601 of more than $97,600.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister does hereby approve Lease Amendment No. 1 for a two-year extension with Heli-Flite, Inc. for the building and storage area at 234 Skylane Drive at the Hollister Municipal Airport and authorize the Interim City Manager to execute Lease Amendment No. 1.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

AMENDMENT No. 1 TO HELI-FLITE, INC (234 SKYLANE DRIVE) AGREEMENT AT THE HOLLISTER MUNICIPAL AIRPORT

This Amendment No. 1 to the lease agreement between Heli-Flite, INC, a California corporation dba Aris Helicopter ("Tenant") and the City of Hollister ("City") dated September 1, 2020, regarding the lease of real property located at the Hollister Municipal Airport, is made and entered into on the 1st day of September 2025 between the City of Hollister and Heli-Flite INC (each a "Party" and collectively, the "Parties").

Recitals

A. On September 1, 2020, the parties entered into an Agreement by and between the City and Tenant for the lease of real property from City by Tenant. Said real property being a portion of the Hollister Municipal Airport, identified as 234 Skylane Drive, Hollister, CA 95023 (hereinafter "Leased Premises"). Said Agreement is referred to herein as "the Agreement" or "the Lease".

B. Tenant desires to exercise the Lease option to extend the Lease for an additional (2) years.

NOW, THEREFORE, the Parties agree to this first amendment to the Lease as follows:

Amendment No. 1

1. Section 1.02 of the Agreement is hereby replaced in its entirety to read as follows:

"**1.02 Term**. The term of this Lease shall be for a period of seven (7) years, commencing on September 1, 2020, and terminating on August 30, 2027. Tenant shall have an option to request renewal for up to an additional three (3) year period terminating July 31, 2032, subject to City approval. Tenant shall notify the City of their intent to request renewal a minimum of ninety (90) days prior to the end of the current Lease term."

2. Section 3.01 of the Agreement is hereby replaced in its entirety to read as follows:

"**3.01 Use.** This Lease is made for the purpose of allowing Tenant use of the Leased Premises and for granting Tenant certain exclusive rights and privileges to occupy 234 Skylane Drive, for Tenant's use to store and assemble aircraft parts and equipment. Tenant shall not store any fuel on Leased Premises or anywhere on the Hollister Municipal Airport. Tenant shall not use the Leased Premises, or any part thereof, or permit Leased Premises to be used for any other purpose

without the consent of the City, such consent not to be unreasonably withheld."

3. Section 15.01 of the Agreement is hereby replaced in its entirety to read as follows:

"**15.01 Sales, Assignments, Transfers, Subleases and Encumbrances.** Tenant shall not sell, assign, transfer, or encumber this lease, or any whole interest of Tenant in and to the Leased Premises. Teant acknowledges and agrees that this Lease cannot be assigned or transferred for any reason or purpose. Neither will this Lease, nor any interest of Tenant in and to the Leased Premises, be subject to an involuntary sale, assignment or transfer by operations of law in any manner whatsoever. Any such sale, assignment, transfer, or encumbrance, whether voluntary or involuntary, will be void and of no effect and will be a default of this Agreement which entitles the City to terminate this Lease and Tenant's rights in and to the Leased Premises, in the manner hereinafter provided.

Notwithstanding anything to the contrary set forth in this section 15.01, Tenant shall have the right to sublease a portion of the Leased Premises to a sublessee with written consent of the City, however, any and all such subletting by Tenant shall not release Tenant from any of its obligations under this Lease. Furthermore, Tenant shall provide the City a list of tail numbers for all aircraft that are stored at the Leased Premises on or by December 1 of each year."

4. All other terms and conditions of the Agreement dated September 1, 2020, shall remain in full force and effect.

CITY OF HOLLISTER,
a municipal corporation

By: _____
Jim Pia, Interim City Manager

HELI-FLITE, INC,
a California corporation

By: _____
Scott Donley, President

ATTEST:

_____
Jennifer Woodworth, MMC, City Clerk

* **Note: Signatures must be notarized.**

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Airport-2025-21

AGENDA ITEM: A RESOLUTION ACCEPTING BIDS AND AWARDING A CONTRACT TO SILICON VALLEY PAVING, INC. FOR THE AIRPORT OPERATIONS AREA PERIMETER FENCE RELOCATION PROJECT AT THE HOLLISTER MUNICIPAL AIRPORT

DEPARTMENT: Airport
DEPARTMENT HEAD: Jeff Crechriou, Airport Director
STAFF CONTACT: Jeff Crechriou, Airport Director

RECOMMENDED ACTION: Adopt a resolution accepting bids and awarding a contract to Silicon Valley Paving, Inc. of San Jose, California, for the airport operations area perimeter fence relocation project and authorizing the Interim City Manager to execute the agreement, change orders and any related documents.

DISCUSSION: The Federal Aviation Administration (FAA) administers the Bipartisan Instructure Law Program (BIL) and the issuing of grants for eligible airport infrastructure and planning projects on an annual basis. The City identified its FAA designated Fiscal Year (FY) 2024-25 BIL project as the removal of and replacement of approximately 2,100 linear feet of the airport operations area (AOA) perimeter fence located north of Runway 6-24 and east of Runway 13-31.

The project will enhance airfield safety and bring the airport into compliance with FAA standards by: (i) relocating the airport's existing perimeter chain link fence outside of Runway 6/24 Object Free Area (OFA); (ii) similarly, relocate the airport perimeter vehicle service road outside of the Runway 6/24 OFA for the same length as the fence; and (iii) relocate the existing perimeter chain link fence outside of the Runway Visibility Zone (RVZ). The project will further demonstrate the City/Airport’s continued efforts to meet its federal grant assurance of maintaining a safe and operable airfield

The City/Airport posted a bid notice on July 16, 2024, with a closing date of August 8, 2024. Six bids were received and reviewed by the Airport On-Call consultant Kimley-Horn. Kimley-Horn recommended Silicon Valley Paving, Inc. as the responsive low bidder with a bid of $113,931.

At the regular meeting of October 15, 2024, the City Council adopted Resolution 2024-159 approving an application for and acceptance of a Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Grant for relocation and replacement of a section of Airport Operations Area (AOA) fence. The FAA awarded the grant, AIG 03-06-0105-028-2025, on June 13, 2025, and the City executed the grant on June 16, 2025.

To execute the project, the City needs to award the construction contract to Silicon Valley Paving, Inc. in the amount of $116,931 – the bid amount of $113,931 plus $3,000 due to material costs between bid submission and contract execution. Kimley-Horn will provide construction management & inspection services.

FISCAL IMPACT: The Airport AOA Perimeter Fence Relocation project is budgeted in the Federal Aviation Admin Grant Fund 212 for FY 2025-26. The total estimated project cost is $150,431 with funding of FAA Grant amount, $140,059 (95%) and Airport Enterprise Fund 601, $10,372 (10%).

PREVIOUS COUNCIL OR COMMISSION ACTION: N/A

CEQA: A Notice of Exemption (NOE) has been completed for the project files.

ATTACHMENTS:

1. Resolution
2. Bid Tabulation & Recommendation
3. Contract

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER ACCEPTING BIDS AND AWARDING A CONTRACT TO SILICON VALLEY PAVING, INC. OF SAN JOSE, CALIFORNIA FOR THE AIRPORT OPERATIONS AREA PERIMETER FENCE RELOCATION PROJECT AT THE HOLLISTER MUNICIPAL AIRPORT

WHEREAS, the Federal Aviation Administration (FAA) administers the Bipartisan Instructure Law Program (BIL) and the issuing of grants for eligible airport infrastructure and planning projects on an annual basis. The City identified its FAA designated Fiscal Year (FY) 2024-25 BIL project as the removal of and replacement of approximately 2,100 linear feet of the airport operations area (AOA) perimeter fence located north of Runway 6-24 and east of Runway 13-31; and

WHEREAS, the City/Airport posted a bid notice on July 16, 2024, with a closing date of August 8, 2024. Six bids were received and reviewed by the Airport On-Call consultant Kimley-Horn. Kimley-Horn recommended Silicon Valley Paving, Inc. as the responsive low bidder with a bid of $113,931; and

WHEREAS, at the regular meeting of October 15, 2024, the City Council adopted Resolution 2024-159 approving an application for and acceptance of a Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Grant for relocation and replacement of a section of Airport Operations Area (AOA) fence; and

WHEREAS, the FAA awarded the grant, AIG 03-06-0105-028-2025, on June 13, 2025, and the City executed the grant on June 16, 2025; and

WHEREAS, the City needs to award the construction contract to Silicon Valley Paving, Inc. in the amount of $116,931 – the bid amount of $113,931 plus $3,000 due to material costs between bid submission and contract execution. Kimley-Horn will provide construction management & inspection services; and

WHEREAS, the Airport AOA Perimeter Fence Relocation project is budgeted in the Federal Aviation Admin Grant Fund 212 for FY 2025-26. The total estimated project cost is $150,431 with funding of FAA Grant amount, $140,059 (95%) and Airport Enterprise Fund 601, $10,372 (10%).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister does hereby accept the bids, award a contract to Silicon Valley Paving, Inc., and authorize Interim City Manager to execute the agreement, change orders and any related documents.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

August 8, 2024

Mr. David Mirrione, Acting City Manager
City of Hollister
Hollister Municipal Airport
60 Airport Drive
Hollister, CA 95023

RE: ***Bid Review – AOA FENCE RELOCATION PROJECT A.I.P. 03-06-0105-XX***

Dear Mr. Mirrione:

Kimley-Horn and Associates, Inc. (KHA) has completed a review of the bids received by the City of Hollister (City) for the above referenced project on August, 8, 2024. Our review of the bid proposal focused on the inclusion, completeness and consistency of the following with the bid documents:

(a) Proposal, including Bid Schedule
(b) Signed Addendum No. 1
(c) Bid Bond
(d) Bidder's Statement of Financial Responsibility, Technical Ability and Experience
(e) Insurance Certificate
(f) Race-Neutral Disadvantaged Business Enterprise Utilization
(g) Letter of Intent
(h) Public Contract Code Section 10285.1 Statement
(i) Bidder Certifications including:
    (i) Contractor's Certification of Non-Segregated Facilities
    (ii) Non-collusion Affidavit
    (iii) Debarment and Suspension Certification
    (iv) Non-lobbying Certification for Federal-Aid Contracts
    (v) Buy American Certification
    (vi) Trade Restriction Clause – 49 CFR Part 30
(j) Bidder's Statement of Subcontractors-Part 1

We have also performed the following for your consideration:

(a) Bid Tabulation (enclosed)
(b) An inquiry into the Federal Debarment List (enclosed)

On conclusion of our review, bid tabulation and inquires, we recommend that Silicon Valley Paving be identified as the lowest responsive bidder for the project. If you have any questions, or require additional information, please call or e-mail at your convenience.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Pearse Melvin, P.E.
Encl.

1) Bid Tabulation
2) SAM Search Results
3) Silicon Valley Paving Bid Proposal

City of Hollister - Hollister Municipal Airport
AOA Fence Relocation Project
Bid Tab - Bids received August 8, 2024
AIP 3-06-0105-XX

Item No.	SPEC No.	DESCRIPTION	UNIT	QUANTITY	ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS (OPCC)		Crusader Fence 3115 Gold Valley Drive, Racho Cordova, CA 95742		Cyclone Fence and iron PO Box 1418, San Martin CA 95046		Golden West Inc 20741 Hansen Ave Nuevo CA 92567		Pisor Fence Division Inc PO Box 7213 Citrus Heights, CA 95621		Silicon Valley Paving 1050 Commercial St #101 San Jose, CA 95112		Westside Landscape and Concrete 27107 CA-33 Newman, CA 95360		Line Item Delta Apparent Low v's OPCC	
					Unit Price	Extended Cost	Unit Price	Extended Cost	Unit Price	Extended Cost	Unit Price	Extended Cost	Unit Price	Extended Cost	Unit Price	Extended Cost	Unit Price	Extended Cost	Dollar	Percent
1	C-105	MOBILIZATION\DEMOBILIZATION (5% MAX OF BID)	LS	1	$5,400.00	$5,400.00	$5,880.00	$5,880.00	$6,362.00	$6,362.00	$8,555.76	$8,555.76	$8,100.00	$8,100.00	$5,500.00	$5,500.00	$3,284.00	$3,284.00	($100.00)	-1.9%
2	P-101-5.8	CHAIN LINK FENCE	LF	2,022	$35.00	$70,770.00	$80.55	$162,872.10	$69.10	$139,720.20	$51.19	$103,506.18	$46.00	$93,012.00	$45.50	$92,001.00	$46.14	$93,295.08	($21,231.00)	-30.0%
3	F-162-5.1a	DOUBLE SWING GATE	EA	1	$3,000.00	$3,000.00	$2,570.00	$2,570.00	$1,982.00	$1,982.00	$5,476.12	$5,476.12	$6,600.00	$6,600.00	$7,000.00	$7,000.00	$8,054.00	$8,054.00	($4,000.00)	-133.3%
4	F-162-5.2a	AOA FENCE REMOVAL	LF	1,886	$15.00	$28,290.00	$15.50	$29,233.00	$17.94	$33,834.84	$6.33	$11,938.38	$32.00	$60,352.00	$5.00	$9,430.00	$4.93	$9,297.98	$18,860.00	66.7%
TOTAL BASE BID						**$107,460.00**		**$200,555.10**		**$181,899.04**		**$129,476.44**		**$168,064.00**		**$113,931.00**		**$113,931.06**	**($6,471.06)**	**-6.0%**

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT, entered into on _____ , 2025 ("Execution Date"), by and between the CITY OF HOLLISTER, a California municipal corporation ("City"), and SILICON VALLEY PAVING, INC. ("Contractor"), is made with reference to the following:

R E C I T A L S

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Contractor is a corporation duly organized and in good standing in the State of California, License Number **Class A #73293 and Class C-13 #732923**. Contractor is a general contractor with a Type A or fencing contractor with a Type C-13, and represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.

C. On July 16, 2024, City issued a Notice Inviting Bids to contractors for the AOA Fence Relocation Project, A.I.G. No. 03-06-0105-028-2025. A copy of City's Notice Inviting Bids is attached hereto as Exhibit 1 and incorporated by reference. In response to City's Notice Inviting Sealed Bids, Contractor submitted its Bid. A copy of Contractor's Bid is attached hereto as EXHIBIT 2 and incorporated herein by reference. Also attached hereto and incorporated by reference are: Instructions to Bidders and Proposal to City of Hollister (EXHIBIT 3); Statement of Work (EXHIBIT 4); Items of Construction (EXHIBIT 5); Contract Documents/Forms to be Submitted to the City within 5 Working Days after Bid Opening Date (EXHIBIT 6); Airport Improvement Program Requirements (EXHIBIT 7); General Conditions (EXHIBIT 8); Special Provisions (EXHIBIT 9); Successful Bidder's Contract Documents to be Submitted after Project is Awarded (EXHIBIT 10); City of Hollister Forms and Memorandum Documents (EXHIBIT 11); and the FAA Technical Specifications (EXHIBIT 12).

D. Also incorporated hereto, as if fully set forth, are the latest edition of the City of Hollister Standard Specifications; the latest edition "Greenbook" Standard Specifications for Public Works Construction published by BNI Publications, Inc. (the "Greenbook"); the latest edition of the California Manual on Uniformed Traffic Control Devices ("MUTCD"); and, the latest edition of the California Department of Transportation Standard Specifications ("Caltrans Standard Specifications"), except Sections 1 -9 are omitted in their entirety. This contract shall be governed by: (i) the FAA Technical Specifications (Exhibit 12); (ii) the latest editions of the City of Hollister Standard Specifications; and (iii) the Greenbook at the time bids are opened,

including all applicable updates and amendments thereto. In the event of a conflict between the Plans, any section of the Specifications, order of precedence of the Contract Documents shall be as identified in Section 50-04 *List of Special Provisions*, Part 1- General Contract Provisions of the FAA Technical Specifications (EXHIBIT 12).

E. City and Contractor desire to enter into this Construction Contract for the AOA Fence Relocation Project, A.I.G 03-06-0105-028-2025, and other services, as identified in the in the Bid Documents for the Hollister Municipal Airport upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS.

1.1 Recitals.

All of the recitals set forth above are incorporated herein by reference.

1.2 Definitions.

Capitalized terms shall have the meanings set forth in this Construction Contract, General Conditions, FAA Technical Specifications and/or in the latest edition of the City of Hollister Standard Specifications and the Greenbook. If there is a conflict between the definitions in this Construction Contract and those set forth in the General Conditions, City of Hollister Standard Specifications or Greenbook, the definitions in this Construction Contract shall govern.

SECTION 2 THE PROJECT.

The project is the construction of the AOA Fence Relocation Project, A.I.G. No. 03-06-0105-028-2025 ("Project") at the Hollister Municipal Airport.

SECTION 3 THE CONTRACT DOCUMENTS.

The Contract Documents consist of the following collection of documents:

(i) Notice Inviting Sealed Bids
(ii) Executed Construction Contract between City and Contractor.
(iii) Instructions To Bidders
(iv) Statement Of Work
(v) Items Of Construction
(vi) Contractor's Bid
(vii) General Conditions
(viii) Special Provisions
(ix) Airport Improvement Program Requirements
(x) FAA Technical Specifications.
(xi) Performance and Payment Bonds.

(xii) Insurance Forms.
(xiii) Plans and Drawings.
(xiv) Reports listed in the Bidding Documents.
(xv) Supplements, Attachments, and Exhibits attached to the above items.
(xvi) Change Orders.
(xvii) Field Directives

SECTION 4 THE WORK.

The Work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations herein and complete the Project, including, without limitation, any Change Orders requested by Contractor and/or City and authorized by City, in accordance with the Contract Documents and all applicable code requirements.

SECTION 5 PROJECT TEAM.

In addition to Contractor, City has retained, or may retain, at City's sole discretion, consultants and contractors to provide professional and technical consultation for the design and construction of the Project (the "Project Team"). The Project requires that Contractor operate and communicate efficiently, effectively and cooperatively with City, as well as all other members of the Project Team.

SECTION 6 TIME OF COMPLETION.

6.1 Time is of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

6.2 Commencement of Work.

Contractor shall commence the Work on the date specified in the City's Notice to Proceed.

6.3 Contract Time.

Contractor shall diligently prosecute the Work to Substantial Completion Starting 10 consecutive calendar days from the date contract time commences as specified in City's Notice to Proceed and completing the work within the following:

1) 20 Calendar Days for Mobilization and Procurement of Materials
2) 40 Calendar Days for Phases 1 and 2
3) Total Contract Time: 70 Calendar days

6.4 Liquidated Damages.

6.4.1 Entitlement.

City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily and substantially complete the Work within the Contract Time, City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to:

i. Loss of public confidence in City and its contractors and consultants.
ii. Loss of public use of public facilities.

iii. Extended disruption to public.

6.4.2 Daily Amount.

City and Contractor have reasonably endeavored, but failed, to ascertain the precise amount relationship to the actual damage that City will incur if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time of Completion.

Therefore, the parties agree that in addition to all other damages to which City may be entitled, other than delay damages, in the event Contractor shall fail to achieve Substantial Completion of the entire Work within the Contract Time of Completion, Contractor shall pay City, as liquidated damages, the amount of **$500.00** per calendar day for each day occurring after the expiration of the Contract Time of Completion until Contractor achieves Substantial Completion of the entire Work. The liquidated damages amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer.

6.4.3 Apportionment.

Such liquidated damages shall be subject to apportionment for delays to Substantial Completion for which Contractor is entitled to receive an extension of time under the Contract Documents. Such apportionment shall not be affected by the fact that liquidated damages may not be capable of apportionment for other periods of time during which there have occurred delays concurrently caused by both City and Contractor. It being the Contractor's obligation to have the entire Work substantially completed within the Contract Time of Completion, it is agreed that such liquidated damages shall not be apportioned for portions of the Work completed prior to expiration of the Contract Time.

6.4.4 Exclusive Remedy.

City and Contractor acknowledge and agree that this liquidated damages provision shall be City's only remedy for delay damages caused by Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time of Completion.

6.4.5 Damages upon Abandonment.

In the event that Contractor either abandons the Work or is terminated by the City for default in accordance with the provisions of Section 16 of this Construction Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages under this Paragraph 6.4.

.1 If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time of Completion to the date that Substantial Completion of the Work is achieved by City or its replacement contractor employed to complete Contractor's performance.

.2 If City elects to waive its right to liquidated damages, then Contractor shall be liable to City, in lieu of the liquidated damages provided for in this Paragraph 6.4, for all actual Losses proximately resulting from Contractor's failure to complete the Work within the Contract Time of Completion.

6.4.6 Other Remedies.

The parties further acknowledge and agree that City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason, other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time of Completion.

6.5 Adjustments to Contract Time of Completion.

The Contract Time of Completion may only be adjusted for time extensions approved in writing by City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

6.6 Additional Compensation to Contractor.

The Contract Sum shall be increased by the amount of $500.00 for each day of extension to the Contract Time as permitted by law and solely due to Compensable Delay occurring prior to Substantial Completion, but only to the extent that such Compensable Delay is not concurrent with a Non-Compensable Delay.

Regardless of the cause of the Compensable Delay (including, without limitation, acts or omissions of City or its consultants, errors, conflicts or omissions in the Contract Documents, or Changes to the Work), Contractor agrees to accept the compensation provided for in this Paragraph as its sole and exclusive right, remedy and recovery arising from or related to any loss, damages, costs and expenses due to delay, interruption, hindrance, compression, acceleration, disruption or the impact or ripple effect of delays on the Work, that may occur in connection with Contractor's performance of Work on the Project and for any resulting foreseen or unforeseen:

(i) Overhead expenses such as, but not limited to, additional supervision, administration, extended or extraordinary overhead (direct or home office), insurance or bond costs and

(ii) Productivity expenses such as additional loss of productivity, inefficiency, and escalation of costs of labor, wage, material or equipment.

SECTION 7 COMPENSATION TO CONTRACTOR.

7.1 Contract Sum.

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents. Measurement and payment for pay items in the proposal will be as indicated in the applicable technical specification or in the special provisions. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted.

The Total Bid Contract Sum is: One Hundred Sixteen Thousand Nine Hundred Thirty-One

Dollars ($116,931.00) (the "Bid Contract Sum").

7.2 Full Compensation.

The compensation paid to the Contractor shall be considered full compensation for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover any and all losses, fees, and/or damages to Contractor arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work by Contractor until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred by Contractor due to suspension or discontinuance of the Work. The Contract Sum may only be adjusted for Change Orders issued, executed by the City and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents.

7.3 Bid Amount Adjustment.

The original bid amount submitted by Contractor was one hundred thirteen thousand nine hundred thirty-one dollars ($113,931.00.) The Bid Contract Sum reflects an increase of three thousand dollars ($3,000.00). This increase is due to material costs between bid submission and contract execution.

SECTION 8 STANDARD OF CARE.

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those contractors who specialize in providing such services for projects of the type, scope and complexity of the Project.

SECTION 9 INDEMNIFICATION.

9.1 Hold Harmless.

To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to any of, the following:

(i) Performance or nonperformance of the Work by Contractor or its Subcontractors or Sub-subcontractors, of any tier;

(ii) Performance or nonperformance by Contractor or its Subcontractors or Sub- subcontractors, of any Tier, of any of the obligations under the Contract Documents;

(iii) The construction activities of Contractor or its Subcontractors or

Sub- subcontractors, of any Tier, either on the Site or on other properties;

(iv) The payment or nonpayment by Contractor of any of its Subcontractors or Sub-subcontractors, of any tier, for Work performed on or off the site for the Project; and

(v) Any personal injury, wrongful death, property damage or economic loss to third persons associated with the performance or nonperformance by Contractor or its Subcontractors or Sub-subcontractors of any tier, of the Work.

However, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnitee for Losses resulting from the sole, active negligence or willful misconduct of the Indemnitee. Contractor shall pay City for any and all costs and fees incurred in enforcing this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

9.2 Survival.

The provisions of Section 9 herein shall survive the termination of this Construction Contract.

SECTION 10 COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS.

This Project constitutes "public works" within the meaning of California Labor Code section 1720 and is subject to the prevailing wage laws. Contractor agrees to be subject to and comply with all applicable federal, state and municipal laws, codes, ordinances and regulations governing the Work, including, but not limited to:

(i) The applicable provisions of the California Labor Code; and

(ii) Davis-Bacon Act.

SECTION 11 INSURANCE AND BONDS.

Prior to the commencement of any Work, Contractor shall provide City with evidence that it has obtained all insurance and Performance and Payment Bonds attached hereto, which are required by the City and approved by the City Attorney. Failure to do so by Contractor shall be deemed a material breach of this Construction Contract.

SECTION 12 PROHIBITION AGAINST TRANSFERS.

City is entering into this Construction Contract based upon the stated experience and qualifications set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent by the City shall be null and void.

For purposes of applying the provisions of this Section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or

syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

SECTION 13 NOTICES.

13.1 Method of Notice.

Except as provided in Section 13.2 below, all notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and conclusively shall be deemed served on the earlier of the following:

(i) On the date delivered if delivered personally;
(ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
(iii) On the date sent if sent by facsimile transmission; or
(iv) On the date it is accepted or rejected if sent by certified mail.

13.2 Notice Recipients.

All notices, claims, demands or requests, including, without limitation, Notice of Potential Claims ("Claims") from Contractor to City at:

Hollister Municipal Airport
City of Hollister
60 Airport Drive
Hollister, CA 95023
Attention: Jim Pia, Interim City Manager
Re: AOA Fence Relocation Project, AIG 03-06-0105-028-2025

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

City of Hollister, City Attorney Office
375 Fifth St.
Hollister, CA 95023
Attention: Mary F. Lerner, City Attorney
Re: AOA Fence Relocation Project, AIG 03-06-0105-028-2025

All such Claims shall be delivered personally or sent by certified mail.
All notices, demands, requests or approvals from City to Contractor shall be addressed to:

Silicon Valley Paving, Inc.
1050 Commercial St. #101
San Jose, CA 95112
Attention: Todd Slyngstad, President
Re: AOA Fence Relocation Project, AIG 03-06-0105-028-2025

13.3 Change of Address.

In the event of any change of address, the moving party is obligated to immediately notify the other party of the change of address in writing. Each party may, by written notice only, add delete or replace any listed individuals.

SECTION 14 DISPUTE RESOLUTION.

14.1 Resolution of Contract Disputes.

All Contractor Claims, as defined by Public Contract Code section 9204(c) shall be resolved by the parties in accordance with California Public Contracts sections 20104- 20104.6 and applicable law. The Claims Procedures set forth in General Conditions shall be the exclusive recourse of Contractor for such claims.

14.2 Resolution of Other Disputes.

14.2.1 Other Disputes.

The definition of Contractor Claims shall not include any of the following:

(i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency (other than relief from damages or penalties for delay assessed by a public entity under a contract for a public works project);

(ii) Third party tort claims for personal injury, property damage or death relating to any Work performed by Contractor or its Subcontractors or Sub- subcontractors of any Tier;

(iii) False claims liability under California Government Code section 12650, et. seq.;

(iv) Defects in the Work first discovered by City after Final Payment by City to Contractor; or

(vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other City claims against the Contractor.

14.2.2 Litigation, City Election.

Matters that do not constitute Contractor Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of San Benito, and shall not be subject to the Contract Dispute Resolution Process. However, the City reserves the right, in its sole and absolute discretion, to treat such disputes as Contract Claims.

Upon written notice by City of its election as provided in the preceding sentence, such dispute shall be submitted by the parties and finally decided pursuant to the Contract Dispute Resolution Process in the manner as required for Contract Claims, including, without limitation, City's right under Paragraph 14.4.2 to defer resolution and final determination until after Final Completion of the Work.

14.3 Submission of Contractor Claim.

14.3.1 By Contractor.

Contractor shall submit a written Contractor Claim in accordance with applicable terms and conditions set forth in the Contract Documents.

14.3.2 By City.

City's right to commence the Contract Dispute Resolution Process shall arise at any time following City's actual discovery of the circumstances giving rise to a contract dispute. Nothing contained herein shall preclude City from asserting contract disputes in response to a Claim asserted by Contractor. A Statement of Contract Dispute submitted by City shall state the events or circumstances giving rise to the contract dispute, the dates of their occurrence and the damages or other relief claimed by City as a result of such events (Contract Dispute).

14.4 Contract Dispute Resolution Process.

The parties shall utilize each of the following steps in the Contract Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Contract Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the process.

14.4.1 Response by City.

The time periods for the City's response are set forth in the General Conditions.

14.4.2 Meet and Confer Conference.

If the claimant disputes the City's written response, or if the City fails to respond to a claim issued within the time prescribed in the General Conditions, the claimant may demand in writing and an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

14.4.3 Mediation.

(i) Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally.

The City and the claimant shall mutually agree to a mediator within ten 10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

14.4.4 Binding Arbitration.

If the Contractor Claim or Contract Dispute is not resolved by mediation, then the party wishing to further pursue resolution or determination of the Contractor Claim or Contract Dispute shall submit such for final and binding arbitration pursuant to the provisions of California Public Contract Code sections 10240, et seq. The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

.1 Arbitration Initiation. The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to California Public Contract Code section 10240.5.

.2 Qualifications of the Arbitrator. The arbitrator shall be selected based by mutual agreement of the parties. The arbitrator shall be a retired judge or an attorney with at least five (5) years of experience with public works construction contract law and in arbitrating public works construction disputes. In addition, the arbitrator shall have at least twenty (20) hours of formal training in arbitration skills. In the event the parties cannot agree upon a mutually acceptable arbitrator, then the provisions of California Public Contract Code Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein.

.3 Hearing Days and Location. Arbitration hearings shall be held at the offices of City and shall, except for good cause shown to and determined by the arbitrator, be conducted on consecutive business days, without interruption or continuance.

.4 Hearing Delays. Arbitration hearings shall not be delayed except upon good cause shown.

.5 Recording Hearings. All hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by City and Contractor and allocated by the arbitrator in the final award.

.6 Limitation of Depositions. Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the Public Contract Code; provided, however, that depositions shall be limited to both of the following:

(i) Ten (10) percipient witnesses for City and ten (10) percipient witnesses for Contractor and

(ii) Expert witnesses.

Upon a showing of good cause, the arbitrator may increase the number of permitted depositions. An individual who is both percipient and expert shall, for purposes of applying the foregoing numerical limitation only, be deemed an expert. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (including initial and rebuttal reports) not so submitted shall not be admissible as evidence.

.7 Authority of the Arbitrator. The arbitrator shall have the authority to hear dispositive motions and issue interim orders and interim or executory awards.

.8 Waiver of Jury Trial. Contractor and City each voluntarily waives its right to a jury trial with respect to any Contractor Claim or Contract Dispute that is subject to binding arbitration in accordance with the provisions of this Paragraph 14.4.4. Contractor shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving City as a party in its contracts with its Subcontractors who provide any portion of the Work.

14.5 Non-Waiver.

There shall be no waiver of the rights granted pursuant to the Dispute Resolution Process, unless specifically set forth in Public Contract Code section 9204((f)(1) or (2). Specifically, participation in the Contract Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of City, including, without limitation, any defense based on the assertion that the rights or Contractor Claims that are the basis of a Contract Dispute were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notice of requests for adjustments of the Contract Sum or Contract Time of Completion or for submission of Contractor Claims or supporting documentation of such claims.

SECTION 15 DEFAULT.

15.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract.

15.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within ten (10) days after receipt of written notice.

SECTION 16 CITY'S RIGHTS AND REMEDIES.

16.1 Remedies Upon Default.

In the event that Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 15, then City may pursue any remedies available under law or equity, including, without limitation, the following:

16.1.1 Delete Certain Services.

City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

16.1.2 Perform and Withhold.

City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

16.1.3 Suspend The Construction Contract.

City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

16.1.4 Terminate the Construction Contract for Default.

City may terminate all or any part of this Construction Contract for default in accordance with Paragraph 16.4 below, reserving to itself all rights to Losses related thereto.

16.1.5 Invoke the Performance Bond.

City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

16.1.6 Additional Provisions.

All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate the

Construction Contract, or the exercise of its other rights or remedies for default, to only material breaches. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

16.2 Delays by Sureties.

Without limitation to any of City's other rights or remedies under the law, City has the right to suspend the performance by Contractor's sureties in the event of any of the following:

(i) Failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Construction Contract within the Contract Time;
(ii) Abandonment of the Work;
(iii) If at any time City is of the opinion the Work is unnecessarily or unreasonably delayed;
(iv) Willful violation of any terms of the Construction Contract;
(v) Failure to perform according to the Contract Documents; or
(vi) Failure to follow instructions of City for its completion within the Contract Time.

City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

16.3 Damages to City.

16.3.1 For Contractor's Default.

City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

16.3.2 Compensation for Losses.

In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to withhold monies otherwise payable to Contractor until Final Completion of the Project. If City incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

16.4 Termination of the Construction Contract for Default.

Without limitation to any of City's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 15. City's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

16.5 Suspension by City for Convenience.

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Such order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. The provisions of this Paragraph 16.5 shall not apply if a Suspension Order is not issued by City. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

16.6 Termination Without Cause.

City shall have the option, at its sole discretion and without cause, of terminating this Construction Contract in part or in whole by giving thirty (30) days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Paragraph 16.6 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

16.6.1 Compensation.

Following such termination and within forty-five (45) days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 16.6, City shall pay to Contractor as its sole compensation for performance of the Work the following:

.1 For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

.2 For Close-out Costs. Reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for:

(i) Demobilizing and

(ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays in Paragraph 6.6 of this Construction Contract.

.3 For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

16.6.2 Subcontractors.

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 16.6.

16.7 Contractor's Duties Upon Termination.

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

(i) Immediately discontinue the Work to the extent specified in the notice;

(ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

(iii) Provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

SECTION 17 CONTRACTOR'S RIGHTS AND REMEDIES.

17.1 Contractor's Remedies.

Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following:

17.1.1 For Work Stoppage.

The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

17.1.2 For City's Non-Payment.

If City does not make payment of sums that are not in good faith disputed by City and does not cure such default within ninety (90) calendar days after receipt of notice from Contractor, then upon an additional thirty (30) days' notice to City, Contractor may terminate the Construction Contract.

17.2 Damages to Contractor.

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph16.6 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

SECTION 18 ACCOUNTING RECORDS.

18.1 Financial Management and City Access.

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three (3) years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law.

18.2 Compliance with City Requests.

Contractor's compliance with any request by City pursuant to this Section18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction

based on affidavits submitted to such court, without the necessity of oral testimony.

SECTION 19 INDEPENDENT PARTIES.

Both parties to this Construction Contract will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

SECTION 20 NUISANCE.

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Construction Contract.

SECTION 21 PERMITS AND LICENSES.

Contractor, at its sole expense, shall obtain and maintain during the term of this Construction Contract, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services hereunder, including, but not limited to, a Hollister business license.

SECTION 22 WAIVER.

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

SECTION 23 CONFLICTS WITH THE CONSTRUCTION CONTRACT.

City and Contractor agree that if there is any conflict between the terms of this Construction Contract and the other Contract Documents, this Construction Contract shall control.

SECTION 24 GOVERNING LAW.

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California.

SECTION 25 COMPLETE AGREEMENT.

This Construction Contract represents the fully integrated and complete agreement and understanding between the parties with respect to the services set forth in this Construction Contract, and all preliminary negotiations and contracts of whatever kind or nature are merged herein. No verbal agreed or implied covenant shall be held to vary the provisions of this Construction Contract. Any modification of this Construction Contract will be effective only upon written execution signed by both City and Contractor and when approved as to form by the City Attorney.

SECTION 26 SURVIVAL OF CONTRACT.

The provisions of the Construction Contract, which by their nature survive termination of the

Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

SECTION 27 ADDITIONAL CONTRACT REQUIREMENTS.

This contract does have special fund(s) involved requiring additional contract requirements, therefore this section does apply.

This Contract includes the following source of fund(s) or the City intends to apply to the following source of fund(s) for reimbursement of the expenses associated with the work set forth in this Contract:

- ☐ Community Development Block Grant (CDBG)
- ☐ Housing and Urban Development (HUD)
- ☒ Other: Federal Aviation Authority (FAA)
- ☒ Other: Caltrans Division of Aeronautics

Therefore, City shall require Contractor to comply with the special fund(s) requirements (Exhibit 7), as they may be amended from time to time, in addition to all other requirements imposed by City.

SECTION 28 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM-SB 854

In accordance with State of California Senate Bill No. 854 (SB 854):

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As of April 1, 2015, contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Please see the DIR website for complete details and actions. It is the responsibility of the contractor to ensure all DIR requirements and regulations are met and stay current. For more information on Senate Bill No. 854, see http://www.dir.ca.gov/Public-Works/SB854.html.

SECTION 29 GOVERNMENTAL POWERS.

Nothing in this Agreement shall be deemed directly or indirectly to restrict or to impair in any manner or respect whatsoever any of City's governmental powers or rights or the exercise thereof by City, with respect to the Work or Project.

SECTION 30 SEVERABILITY.

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SECTION 31 EXHIBITS.

EXHIBIT 1 Notice Inviting Sealed Bids
EXHIBIT 2 Contractor's Bid
EXHIBIT 3 Instructions to Bidders
EXHIBIT 4 Statement of Work
EXHIBIT 5 Items of Construction
EXHIBIT 6 Contract Documents/Forms to be Submitted to the City within 5 Working Days after Bid Opening Date
EXHIBIT 7 Airport Improvement Program Requirements
EXHIBIT 8 General Conditions
EXHIBIT 9 Special Provisions
EXHIBIT 10 Successful Bidder's Contract Documents to be Submitted after Project is Awarded
EXHIBIT 11 City of Hollister Forms and Memorandum Documents
EXHIBIT 12 FAA Technical Specifications

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

CITY OF HOLLISTER,
a municipal corporation

By: _____
Jim Pia, Interim City Manager

APPROVED AS TO FORM:

By: _____
Mary F. Lerner, Lozano Smith Attorneys at Law

ATTEST:

By: _____
Jennifer Woodworth, MMC, City Clerk

CONTRACTOR:
SILICON VALLEY PAVING,
a California corporation

By: _____
Todd Slyngstad, President

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Community Development-2025-63

AGENDA ITEM: A RESOLUTION RENEWING A REGULATORY PERMIT FOR 3GM INC. AT 1891 AIRWAY DRIVE TO OPERATE A CANNABIS CULTIVATION FACILITY

DEPARTMENT: Community Development
DEPARTMENT HEAD: Rod Powell, Assistant City Manager
STAFF CONTACT: Maria C Mendez, Cannabis Program Manager

RECOMMENDED ACTION: Adopt a resolution approving the annual renewal of a cannabis cultivation regulatory permit held by 3GM Inc. located at 1891 Airway Drive for the 2025/2026 permit period.

DISCUSSION: On October 5, 2020, the City Council approved a Cannabis Use Permit and Development Agreement for 3GM Inc. to operate a cannabis cultivation facility located at 1891 Airway Drive (Resolution No. 2020-196). Subsequently, on November 2, 2020, the City Council approved the initial, annual Cannabis Regulatory Permit for the same facility (Resolution No. 2020-214). Most recently, at its regular meeting on October 15, 2024, the City Council approved an annual renewal of the regulatory permit for #GM Inc. for the 2024/2025 permit period.

3GM Inc. has submitted a required annual renewal application related to its Cannabis Cultivation Regulatory Permit for the 2025/2026 permit term. Pursuant to Section 5.42.050 of the Hollister Municipal Code, renewal of a regulatory permit for cannabis operations is subject to approval by the City Council. The Council may deny a renewal only upon making specific findings as outlined in HMC § 5.42.070(A). However, staff have reviewed the permit holder's renewal application, prior performance, and compliance history and have determined that none of the required findings for denial are present.

Approval of the annual renewal of this regulatory permit will allow 3GM Inc. to continue operations of its cannabis cultivation facility at 1891 Airway Drive for the 2025/2026 permit period.

FISCAL IMPACT: As a regulatory permittee, 3GM Inc. is required to pay quarterly taxes to the City. Non-approval of an applicable renewal of a previously issued regulatory permit for cannabis cultivation would cease operations and result in a loss of current tax revenue.

PREVIOUS COUNCIL OR COMMISSION ACTION: The City Council last considered and renewed the 3GM Inc. regulatory permit for the 2024/2025 permit period at its October 15, 2024, regular meeting (Resolution 2024-167).

CEQA: Categorical Exemption – Existing Facilities (Class 1)

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1 – Existing Facilities. The project involves the renewal of a regulatory

permit for an existing business relocating to a previously developed commercial site with no expansion of use or significant alterations. The proposed activity does not involve any expansion of the existing or former use and will not result in any significant environmental impacts.

ATTACHMENTS:

1. Resolution
2. Regulatory Permit Application

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER RENEWING A REGULATORY PERMIT FOR 3GM INC. TO OPERATE A CANNABIS CULTIVATION FACILITY AT 1891 AIRWAY DRIVE

WHEREAS, the City Council has adopted Ordinance 1179 permitting cannabis facilities; and

WHEREAS, the City Council at its regular meeting of October 5, 2020, approved a Cannabis Use Permit/ Development Agreement for 3GM Inc. located at 1891 Airway Drive; and

WHEREAS, the City Council at its regular meeting of November 2, 2020, issued a cannabis cultivation regulatory permit; and

WHEREAS, under the provisions of Section 5.42.040 of the Hollister Municipal Code, the renewal of a regulatory permit is subject to review and approval by the City Council; and

WHEREAS, 3GM Inc. has completed the required regulatory permit application for renewal, and it has been deemed complete; and

WHEREAS, at its regular meeting of October 6, 2025, the City Council considered the applicant's renewal request, reviewed the staff report, and/or received written and oral testimony for and against the proposal; and

WHEREAS, under the provisions of Section 5.42.070 (A) of the Hollister Municipal Code, the City Council may reject a permit based upon certain findings and, after careful review, staff have determined that the permittee continues to compliantly operate and there are no findings applicable to merit denial of the permit renewal.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister hereby approves and authorizes a renewal of the regulatory permit for 3GM Inc., located at 1891 Airway Drive, to continue to operate a cannabis cultivation facility.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XXX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

OFFICE USE ONLY	
Application No.: 2020-214	
Application Submittal Date	
Expiration Date (for renewals only)	11/04/25
License Type	Cultivation
Operating Fee	$7,636.00
Renewal Fee	$7,636.00
Accepted By	

Completed Applications must be submitted to Development Services Department at:
339 Fifth St., Hollister, Ca 95023
Telephone (831) 636-4356x1253

CANNABIS FACILITY REGULATORY PERMIT APPLICATION

Pursuant to City of Hollister Ordinance No. 1179

Upon receipt of a completed application and payment of the application and fee, the Director of Development Services shall investigate the information contained in the application to determine whether the applicant shall be issued the requested permit. The purpose of the review is to ensure that the cannabis facility will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing cannabis facilities, including without limitation the Compassionate Use Act as set forth in California Health & Safety Code Section 11362.5, the Medical Marijuana Regulation and Safety Act of 2015, and the Medical Marijuana Program Act as set forth in the California Health and Safety Code Sections 11362.7 et seq.

Renewals

No regulatory permit may be renewed unless a new registration has been filled with the Cannabis Affairs Office a minimum of sixty (60) days prior to the expiration date of the Regulatory Permit.

Check one only:

_____ Check here if **NEW** Commercial Cannabis Operation Regulatory Permit

_X___ Check here if **RENEWAL** of a Commercial Cannabis Facility Operation Regulatory Permit

---

-If renewal, provide the existing permit Regulatory Permit number and expiration date here:

No.: 2020-214 Date: 11/04/2025 Business Name: 3GM Inc

Check one:

_____ Dispensary _____Distribution Facility _____Delivery

___X____Cultivation Facility _____Laboratory Testing _____Manufacturing

Applicant /Business Name : 3GM Inc.
Project Location: 1891 Airway Drive
Assessor's Parcel No.: 053-452-037-000
Land Use of Property : Industrial (M1)

ZONING: Permitted cannabis facilities (cultivation, manufacturing, testing and distribution) may locate and/or operate in the North Gateway (NG), Industrial Business Park (IBP), Light Industrial (MI), Airport Support (AS), and West Gateway (WG) Zoning Districts. A dispensary is permitted in any of the mentioned above zoning districts except for the West Gateway (WG). (Chapter 5.42 Section 5.42.160 of the Hollister Municipal Code)

LOCATION

All cannabis facilities shall be setback a minimum of 600 feet from a school, and a minimum of 150 feet from a conforming residential use, a conforming religious institution or a licensed rehabilitation facility, as defined in HMC Section 5.42.160. Does the property meet the sensitive use restrictions defined in this section?

X **YES** _____ **NO**

Applicant Information (to be completed by applicant)

A. **APPLICANT INFORMATION (to be completed by applicant):**

APPLICANT: 3GM, Inc

Mailing Address: 1891 Airway Drive Phone No. 831-245-6042

City, State, Zip: Hollister, CA 95023 E-Mail: accounting@3gminc.com

OWNER (IF DIFFERENT FROM APPLICANT):

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

LEGAL REPRESENTATIVE:

Mailing Address: _____ Phone No. _____

City, State, Zip: _____ E-Mail: _____

(Attach additional sheets as necessary)

B. PROPERTY OWNER CONSENT:

In the event that neither the applicant or owner are the legal owners of the subject property contemplated by this application, the application must be accompanied with a "PROPERTY OWNER'S STATEMENT OF CONSENT" stating and acknowledging that a cannabis facility will be operated on the subject property contemplated by this application and containing the notarized signature from the legal owner of the property.
If either applicant or owner is the legal owners of the subject property contemplated by this application, then evidence of such legal ownership shall be submitted in a form that is satisfactory to the Director.

SEE EXHIBIT "A" APPLICATION FOR CANNABIS FACILITY LICENSE

PROPERTY OWNER: Ken Lindsay

Mailing Address: 1891 Airway Drive Phone No. 831/234-6788

City, State, Zip: Hollister, CA 95023 E-Mail: klin@pacbell.com

C. BUSINESS OPERATIONS (dispensaries only):

Estimated Number of Qualified Patients and Primary Caregivers (as defined in HMC Section 5.54.030):

Days/Hours of Operation:

Delivery Service to be provided: _____ Yes _____ No

Hours of Delivery Service:

Name of all owners, employees, and managers, as defined in HMC Section 5.42.050 **(attach additional sheets if necessary)**:

1. **NAME/TITLE:** Samir Hammana, Owner **PHONE NO.:** 831/419-3020
   ADDRESS: 1891 Airway Drive, Hollister, CA 95023
2. **NAME/TITLE:** Ron Ward, Owner **PHONE NO.:** 831/234-3136
   ADDRESS: 1891 Airway Drive, Hollister, CA 95023
3. **NAME/TITLE:** **PHONE NO.:** _____
   ADDRESS: _____

D. APPLICANT AUTHORIZATION

I hereby authorize and consent to the City Manager and the Director of Development Services of the City of Hollister, including their designees, to seek verification of the information contained in this application and any attachments.

NAME OF APPLICANT: Ron Ward / Samir Hammana

SIGNATURE OF APPLICANT:

DATE: 8/20/25

E. TERMS AND CONDITIONS

I hereby certify that I have reviewed the contents of Chapter 5.42 of the City of Hollister Municipal Code and acknowledge, understand, and agree to be bound by its terms and conditions.

NAME OF APPLICANT: Ron Ward / Samir Hammana

SIGNATURE OF APPLICANT:

DATE: 8/20/25

F. FURTHER INFORMATION AND INSPECTIONS

I agree to submit any additional and further information as deemed necessary by the City Manager or the Director of Development Services, including their designees, in order to process this application.

I further agree to permit the City Manager, Director of Development Services, the Hollister Police Department, and their respective designees to conduct inspections, for the purpose of ensuring compliance with local and State laws, of the proposed medical cannabis facility at the discretion of the City, including inspection of:

- **Security recordings made by security cameras required by Chapter 5.42 of the Hollister Municipal Code**
- **Inspect facility for compliance with overall health and safety standards**
- **Inventory records, files, and financial records for auditing purposes**
- **Other written records and files pertaining to the proposed medical cannabis facility.**

NAME OF APPLICANT: Ron Ward / Samir Hammana

SIGNATURE OF APPLICANT: [signature]

DATE: 8/20/25

G. INDEMNIFICATION AND RELEASE

I release the City of Hollister, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of Chapter 5.42 of the Hollister Municipal Code or any provision of the Zoning Code relating to medical cannabis facilities, and (b) any arrest or prosecution of me, my managers, employees, or members for violation of State or federal laws; and I will defend, indemnify, and hold harmless the City of Hollister and its agents, officers, elected officials, and employees from and against any and all claims or actions: (a) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the subject property contemplated by this application, and (b) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of marijuana produced at the subject property contemplated by this application.

NAME OF APPLICANT: Ron Ward / Samir Hammana

SIGNATURE OF APPLICANT: [signature]

DATE: 8/20/25

Cannabis Facility Regulatory Permit Applicant Release Agreement and Affidavit of Acknowledgement

As an applicant for Cannabis Facility, I hereby acknowledge and agree to the following and in addition, as a condition of issuance or renewal of a regulatory permit as required, the City Council may impose such additional terms and conditions on the issuance or renewal of the regulatory permit and the operation of the facility from time to time as the City Council deems appropriate. (Please initial every section that is applicable to the license you are applying for).

Applicant and Facility Eligibility:

By initialing, you are indicating your agreement to the section you are initialing. Furthermore, you affirm that the documents submitted to the city during your application remain accurate. In the event of any changes, please promptly provide the updated documents.

RW SH Copy of the applicant's Articles of Incorporation or Articles of Organization;

RW SH Copy of the applicant's bylaws or operating agreement;

RW SH Copy of the applicant's Certificate of Status issued by the California Secretary of State;

RW SH Copy of the applicant's Entity Status Letter from the California Franchise Tax Board;

RW SH Copy of the applicant's Board of Equalization Seller's Permit;

RW SH The applicant's Federal Employer Identification Number;

RW SH Evidence of the legal right for the applicant to occupy and use the property either a deed or lease for a cannabis facility. In the event that the applicant is not the owner of record of the property, the applicant must provide a notarized statement from the owner of the property acknowledging and consenting to use of the property as a medical cannabis facility by the applicant; and

RW SH The identification of any individual with a financial interest in the applicant including the address, phone number, email address, description of percentage ownership interest, and copies of government issued identification for each individual;

RW SH The proposed location is evaluated for conformance with the zoning and sensitive use restrictions contained in Section 5.42.160 of the Municipal Code; which shall include a reliable mapping of the proposed location and distances to all sensitive uses, satellite mapping is preferred;

RW SH Satisfactory Live Scan conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal C o d e ; and

Government issued identification to determine that each applicant, manager, and employee of the cannabis facility is over eighteen (18) years of age and that no applicant, manager, or employee of the cannabis facility is a licensed physician making patient recommendations for cannabis pursuant to Section 5.42.070 of the Municipal Code.

Applicant and Facility Evaluation

By initialing, you are indicating your agreement to the section you are initialing. Furthermore, you affirm that the documents submitted to the city during your application remain accurate. In the event of any changes, please promptly provide the updated documents.

RW SH Comprehensive site plan and floor plan of the facility which includes the dimensions of the interior floor plan; location of all exist doors, width of doors and panic hardware; principal uses of the floor area including where non-patients will be permitted, storage areas, retails areas, areas for cash handling and storage and restricted areas.

RW SH Security plan demonstrating compliance with Chapter 5.42 of the Municipal Code and this Resolution

RW SH Identification of companies providing security services including the company's named, address, contract information, California Business license and PPO.

RW SH Identification of a security liaison – name, contact information

RW SH Identification physical security measures

RW SH The medical cannabis dispensing procedures, including whether the medical cannabis dispensary will engage in the delivery of medical cannabis or medical cannabis products and the detailed delivery protocols

RW SH Business Plan including financial information, revenue and expense projections, capital investment and operating reserves.

RW SH Community Benefits Plan with a dedicated community liaison. –

RW SH Plan for preference in hiring City of Hollister residents at 200% above the "living wage" for the Federal Poverty Level for a family of two.

RW SH Employee manual, benefits and vacation pay plan

RW SH Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis or medical cannabis products

RW SH Preference for participation in clinical or academic research seeking to understand the efficacy and adverse effects of cannabis as a pharmacological agent.

RW SH Procedures for inventory control including a detailed description of inventory tracking software and procedures

RW SH The odor management plan including detailed description ventilation

RW SH Signage plan

RW SH Cash management policies and procedures

RW SH Policies and procedures for adopting, monitoring, implementing, and enforcing all other requirements of Chapter 5.42 of the Municipal Code

RW SH Proposed development agreement with no less than Five Percent (5%) gross sales with the City

Cannabis Dispensary Operating Requirements

In addition to the operating requirements applicable to cannabis dispensaries contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries shall comply with the following operating requirements:

By initialing, you are indicating your agreement to the section you are initialing. Furthermore, you affirm that the documents submitted to the city during your application remain accurate. In the event of any changes, please promptly provide the updated documents.

N/A Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to sale, being given away, or donation.

N/A Prior to sale, being given away, or donation, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed "exit packaging" that are childproof, opaque and is closable if not intended for single use. Opaque container shall mean a container that is constructed or coated in such a manner as to ensure the contents inside is shielded from view. Childproof shall mean any container that meets the standards set forth in Part 1700 of Title 16 of the Code of Federal Regulations.

N/A A cannabis dispensary shall maintain a limited access area where cannabis and c a n n a b i s products are sold, given away, or donated to qualified patients and primary caregivers. A "buzz-in" electronic/mechanical entry system shall be utilized to separate the limited access area from a reception or reception/lobby area. A cannabis dispensary must verify an individual's (a) status as a qualified patient or primary caregiver and (b) identification via valid government issued identification card before allowing an individual to access the limited access area and purchase or receive cannabis or cannabis products.

N/A A cannabis dispensary shall notify qualified patients and primary caregivers of the following verbally (or by written agreement) and by posting of a sign (or signs) conspicuously within the dispensary: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

N/A "Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

N/A "Patrons must immediately leave the dispensary and not consume cannabis or cannabis products until at home or in an equivalent private location. Staff shall monitor the location and vicinity to ensure compliance."

N/A "The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

N/A "Forgery of medical documents is a felony crime. Entry into the premises by persons under the age of eighteen (18) is prohibited unless they are a qualified patient and accompanied by a licensed attending physician, parent, or legal guardian."

N/A "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

N/A A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

N/A A cannabis dispensary shall facilitate the sale, giving away, or donation of medical cannabis or medical medicalcannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of medical cannabis or medical cannabis products between the dispensary and qualified patient or primary caregiver:

N/A The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.

N/A The type and quantity of medical cannabis or medical cannabis products dispensed and received.

N/A The dollar amount charged by the dispensary and received by the individual dispensing medical cannabis or medical cannabis products on behalf of the dispensary for the medical cannabis or medical cannabis products dispensed and received.

N/A A cannabis dispensary shall not sell, give away, or donate medical cannabis or medical cannabis products to qualified patients or primary caregivers between the hours of 6:00am and 10:00pm.

N/A Any other operating requirement included in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code.

CANNABIS FACILITIES AND DELIVERY REGULATIONS.

By initialing, you are indicating your agreement to the section you are initialing.

Cannabis Facility Infrastructure and Security Regulations

In addition to the infrastructure and security requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis facilities shall comply with the following infrastructure and security regulations:

RW SH Alarms and closed circuit television. A Police Department-licensed, 24-hour centrally monitored alarm system is required. The system shall automatically notify the Police Department dispatch and allow camera system access for dispatch to relay vital information to responding officers on alarm activations.

RW SH Closed circuit television ("CCTV") video monitoring shall be installed that meets the following criteria: Continuous 24-hour operation and recording with minimum archival period of six months cloud based storage for motion activated movement.

RW SH Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in interior and exterior areas where cannabis or cannabis products is present at any time.

RW SH Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in the immediate exterior areas of doors, windows, or other avenues of potential access. 20 feet on either side and out from every door.

RW SH All CCTV recordings shall be accessible to law or code enforcement officers at all times during operating hours and otherwise upon reasonable request. All CCTV recording systems shall have the capability of producing tapes, DVDs or other removable media of recordings made by the CCTV system, including still photograph images.

RW SH To prevent tampering, the recorder shall be kept in a secure, locked location and all recordings shall be date and time stamped.

RW SH Windows and glass panes shall have vandal-resistant glazing, shatter-resistant film, glass block, or bars installed equipped with latches that may be released quickly from the inside to allow exit in the event of emergency.

RW SH Windows vulnerable to intrusion by a vehicle must be protected by bollards or landscaping grade separation reasonably sufficient to prevent such intrusion.

RW SH Roofs, roof hatches, sky lights, and ceilings: All means of gaining unauthorized access to the roof shall be eliminated. Exterior roof ladders shall be secured with locked ladder covers.

RW SH Roof hatches and skylights shall be secured so as to prevent intrusion.

RW SH Where a cannabis facility is located in a building with other tenants, the cannabis facility shall be secured against unauthorized access from other tenant spaces or common areas, including access through crawl spaces, ceiling spaces, ventilation systems or other access points concealed from the common areas

RW SH Visibility: cannabis or cannabis products or graphics depicting cannabis or cannabis products within the cannabis facility shall not be visible with the naked eye from the perspective of a pedestrian immediately exterior to the property line of the cannabis facility.

RW SH Exterior landscaping within 10 feet of a cannabis facility shall be free of locations which could reasonably be considered places where a person could conceal themselves considering natural or artificial illumination.

RW SH Exterior building lighting and parking area lighting must be of sufficient foot-candles and color rendition, so as to allow the ready identification of any individual committing a crime on site at a distance of no less than forty feet.

RW SH Fire suppression system: An approved automatic fire sprinkler system, designed in compliance with International Fire Code is required.

RW SH Entrances, exits, and doors: A cannabis facility shall have a single plainly identified primary entrance/exit site that is visible from public or common areas.

RW SH Any exit or entrance that is not visible from a public or common area shall be plainly marked as an emergency exit only. Such emergency exits shall be self-closing, self-locking, commercial grade locks equipped with an alarm and not used except in an emergency.

RW SH Any aluminum door shall be fitted with steel inserts at the lock receptacles.

RW SH Any outward opening doors shall be fitted with hinge stud kits, welded hinges or set-screw hinge pins.

RW SH Panic exit hardware shall be "push-bar" design.

RW SH Double doors shall be fitted with three-point locking hardware and push-bars consistent with fire agency regulations or requirements.

RW SH All emergency exits shall be solid core doors featuring hinge-pin removable deterrence. Emergency exit doors shall have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards shall be of minimum 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch.

RW SH All glass doors or doors with glass panes shall have shatter-resistant film affixed to prevent glass breakage.

RW SH Identification and access badges: Managers and employees of a cannabis facility shall wear identification badges with photo identification on breakaway style lanyards, at chest height.

RW SH The identification badges shall the means to access areas of the cannabis facility not designed for public access.

RW SH The identification badge access system shall have a duress feature.

RW SH The identification badge access system shall have a readily available recorded log for entry/exit time of areas of the medical cannabis facility not designed for public access. The electronic logs must be retained for 90 days.

RW SH Biometric access system: Entrances to areas of a medical cannabis facility where medical cannabis or medical cannabis products are cultivated, manufactured, processed, stored, tested, or labeled must have biometric scanners for individual unmistakable identifying access.

RW SH The biometric access system shall have a readily available recorded log for entry/exit time for to the secured areas. The electronic logs must be retained for 90 days.

RW SH Security personnel: A cannabis facility shall utilize adequate security personnel and patrols to ensure the safety of persons and to protect the facility from theft at all times.

RW SH All security personnel utilized by the I cannabis facility shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

RW SH Security liaison: A cannabis facility shall provide the City Manager or designee with the name, telephone number, and email address of a security liaison to whom the City can provide notice if there are security problems associated with the medical cannabis facility or refer members of the public who may have any concerns or complaints regarding the security of the medical cannabis facility. Each cannabis facility shall also provide the above information to all businesses and residences located within 100-foot radius of the cannabis facility.

RW SH The security liaison shall be reasonably available to meet with the City Manager, the City's Police Chief, or their designees, regarding any security related measures or and operational issues.

RW SH Any other infrastructure and security condition included in the development agreement between the cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

All Cannabis Facility General Operating Requirements

In addition to the operating requirements applicable to cannabis facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis facilities shall comply with the following general operating requirements:

By initialing, you are indicating your agreement to the section you are initialing.

RW SH A cannabis facility shall post, in a prominent location within the facility, a copy of its cannabis facility regulatory permit and a document that provides (a) the name, telephone number, and address of a person(s) authorized to accept service of process on behalf of the cannabis facility, (b) the name, telephone number, and address of the facility's community relations liaison required pursuant to Section 5.42.240 of the Municipal Code, and (c) the name, telephone number and address of the facility's security liaison required pursuant to this Resolution.

RW SH There shall be at least one responsible person at the cannabis facility to act as manager and supervise employees at all times during business hours. Such responsible person shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

RW SH No recommendations or approvals by a physician to use medical cannabis or medical cannabis products shall be issued at a cannabis facility.

RW 5H All finished cannabis and cannabis products (except for limited amounts of cannabis used for display purposes, samples, or immediate sale) shall be secured and locked in a room, safe, or vault in a manner as to prevent diversion, theft, and loss. No outdoor storage of cannabis or cannabis products is permitted at any time.

RW 5H A cannabis facility shall utilize an inventory and point-of-sale tracking system to track and report on all aspects of the facility's business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis facility shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designee.

RW 5H A cannabis facility shall use weighing or measuring devices that meet standards equivalent to Division 5 of the Business and Professions Code.

RW 5H All cannabis or cannabis products sold, distributed, tested, or manufactured by cannabis facility shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

RW 5H Signage and notices: In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis facility shall conform to the requirements of the Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

RW 5H No signs placed on the premises of a cannabis facility shall obstruct any entrance or exit to the building or any window.

RW 5H Each entrance to a cannabis facility shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis facility is prohibited.

RW 5H Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis facility shall advertise by having an individual holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis facility or elsewhere including, but not limited to, the public right-of-way. No "A Frame" style signs allowed in front of business or on curbside.

RW 5H Signage shall not be directly illuminated, internally or externally, except that the name and address of the business may be illuminated at night.

RW 5H Odor control: Odor control devices and techniques shall be incorporated in all cannabis facilities to ensure that odors from cannabis are mitigated to the maximum extent reasonably possible so as to minimize off-site detection. All cannabis facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is mitigated to the maximum extent reasonably possible so as to minimize off-site detection, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis facility. As such, cannabis facilities must install and maintain the following equipment or any other equipment which the City Manager or designee determines is a more effective method or technology: exhaust air filtration system with odor control that prevents internal odors from being emitted externally.

RW 5H An air system that creates negative air pressure between cannabis facility's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

RW 5H A cannabis facility shall (i) prohibit loitering by individuals outside the cannabis facility, whether the loitering is occurring immediately outside the cannabis facility or anywhere else on the property or parcel; (ii) on-site consumption of cannabis or alcohol; and (iii) loud car stereos or activities disruptive to the neighboring

businesses or residences outside the cannabis facility, whether the disruption is occurring immediately outside the cannabis facility or anywhere else on the property or parcel.

RW SH

A cannabis facility shall notify the City Manager or designee IMMEDIATLY after discovering any of the following: Discrepancies identified during inventory.

RW SH

Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.

RW SH

The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis facility.

RW SH

Any other breach of security.

RW SH

Agents or employees of the City requesting access to a medical cannabis facility or the records required to be maintained by a medical cannabis facility shall be given unrestricted access.

RW SH

A medical cannabis facility shall implement and monitor procedures for cash management, security, and storage.

RW SH

A cannabis facility shall secure worker's compensation insurance covering employees of the medical cannabis facility.

RW SH

A cannabis facility shall secure general liability insurance with an aggregate limit not less than $1,000,000.00.

RW SH

Any other operating requirement included in the development agreement between the cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Cultivation Facility Operating Requirements

In addition to the operating requirements applicable to **medical cannabis cultivation facilities** contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis cultivation facilities shall comply with the following operating requirements:

By initialing, you are indicating your agreement to the section you are initialing.

N/A A cannabis cultivation facility shall not use pesticides or insecticides prohibited by federal, State, or local law for fertilization or production of edible produce.

N/A A cannabis cultivation facility shall comply with all applicable federal, State, and local laws regarding use and disposal of pesticides and fertilizers.

N/A Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis cultivation facility shall send (or make arrangements for a cannabis distribution facility to send) cannabis cultivated by the facility for batch testing to a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to distribution to a medical cannabis dispensary.

N/A Prior to transportation, a cannabis cultivation facility shall package and seal all medical cannabis in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis.

N/A Any other operating requirement included in the development agreement between the cannabis cultivation facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Manufacturing Facility Operating Requirements

In addition to the operating requirements applicable to medical cannabis manufacturing facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis manufacturing facilities shall comply with the following operating requirements:

By placing your initials, you are expressing your consent to the specific section you are initialing.

N/A All cannabis manufacturing facilities must adhere to City of Hollister Building Department Codes as required by the Building Official.

N/A All manufacturers, whether Type 7 or Type S, must adhere to all regulations and requirements set by the California Department of Public Health (California Code of Regulations, Title 17; Division 1, Chapter 13. Manufactured Cannabis Safety.

N/A A cannabis manufacturing facility shall only produce, distribute, provide, donate, or sell non-potentially hazardous food, as established by the State Department of Public Health pursuant to Section 114365.35 of the Health and Safety Code.

N/A Prior to transportation, a cannabis manufacturing facility shall package and seal all medical cannabis products in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis products.

N/A Any other operating requirement included in the development agreement between the medical cannabis manufacturing facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Distribution Facility Operating Requirements

In addition to the operating requirements applicable to cannabis distribution facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis distribution facilities shall comply with the following operating requirements:

By placing your initials, you are expressing your consent to the specific section you are initialing.

N/A A cannabis distribution facility shall only procure, sell, or transport cannabis or medical cannabis products that are packaged and sealed in tamper-evident packaging that uses a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or cannabis products.

N/A A cannabis distribution facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the cannabis distribution facility to the City Manager or designee.

N/A Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall have a valid California Driver's License.

N/A Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

N/A Individuals transporting cannabis or cannabis products on behalf of the cannabis distribution facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

N/A During transportation, the individual conducting transportation on behalf of the cannabis distribution facility shall maintain a copy of the cannabis distribution facility's medical cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

N/A A cannabis distribution facility shall only transport cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the cannabis or cannabis products during transportation, and (c) capable of being temperature controlled if perishable cannabis or cannabis products are being transported.

N/A Any other operating requirement included in the development agreement between the cannabis distribution facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Operating Requirements for the Transportation of Cannabis or Cannabis Products

In addition to any applicable operating requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis cultivation facilities and cannabis manufacturing facilities may transport cannabis or medical cannabis products produced at the particular facility subject to the following operating requirements:

By placing your initials, you are expressing your consent to the specific section you are initialing.

N/A The facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the facility to the City Manager or designee.

N/A Individuals authorized to conduct transportation on behalf of the facility shall have a valid California Driver's License.

N/A Individuals authorized to conduct transportation on behalf of the facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

N/A Individuals transporting cannabis or cannabis products on behalf of the facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

N/A During transportation, the individual conducting transportation on behalf of the facility shall maintain a copy of the facility's cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

N/A A facility shall only transport medical cannabis or medical cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, and (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported.

N/A Any other operating requirement included in the development agreement between the facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Testing Center Operating Requirements

In addition to the operating requirements applicable to cannabis testing centers contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis testing centers shall comply with the following operating requirements:

By placing your initials, you are expressing your consent to the specific section you are initialing.

N/A A cannabis testing center shall adopt a standard operating procedure using methods consistent with general requirements established by the International Organization for Standardization, specifically ISO/IEC 17025, to test cannabis and medical cannabis products.

N/A A cannabis testing center shall be accredited by a body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.

N/A A cannabis testing center shall establish standard operating procedures that provide for adequate chain of custody controls for samples transferred to the testing laboratory for testing.

N/A A cannabis testing center shall destroy the remains of samples of medical cannabis or medical

Cannabis product upon completion of analyses.

N/A Any other operating requirement included in the development agreement between the cannabis testing center and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Delivery Operating Requirements

In addition to the operating requirements applicable to delivery (as defined Section 5.42.180 of the Hollister Municipal Code) in contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries (a) permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code and (b) based outside the City of Hollister operating in compliance with Section 5.42.180 of the Hollister Municipal Code may conduct delivery subject to the following operating requirements:

By placing your initials, you are expressing your consent to the specific section you are initialing.

N/A Until regulatory implementation of the Medical Cannabis Regulation and Safety Act, a medical cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a medical cannabis testing center that maintains operations in full conformance with the State and local regulations prior to delivery.

N/A Prior to delivery, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed in tamper-evident packaging that includes a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or medical cannabis products.

N/A Upon delivery, a cannabis dispensary shall notify qualified patients and primary caregivers of the following in writing: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

N/A

"Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

"Patrons shall not consume cannabis or medical cannabis products until at home or in an equivalent private location."

N/A

"The use of medical cannabis or medical cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

"Forgery of documents is a felony crime. Consumption of medical cannabis or cannabis products by persons under the age of eighteen (18) is prohibited unless they are a qualified patient."

N/A

"CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

N/A

A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received medical cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

N/A

A cannabis dispensary shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the dispensary and qualified patient or primary caregiver:

- The identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.
- The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary
- The type and quantity of cannabis or cannabis products delivered and received.
- The dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

N/A

A dispensary shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery on behalf of the dispensary to the City Manager or designee and the City Police Department.

N/A

Individuals authorized to conduct delivery on behalf of the dispensary shall have a valid California Driver's License.

N/A

Individuals authorized to conduct delivery on behalf of the dispensary shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

N/A

Individuals delivering cannabis or cannabis products on behalf of the dispensary shall maintain a physical copy of the delivery request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

N/A During delivery, the individual conducting delivery on behalf of the dispensary shall maintain a copy of the dispensary's (a) cannabis facility regulatory permit (if permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) City Business license under Title 5 of the Hollister Municipal Code (if based outside the City of Hollister and operating in compliance with Section 5.42.180 of The Hollister Municipal Code) and shall make it available upon request of agents or employees of the City requesting documentation.

N/A A dispensary shall only delivery cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported, and (d) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for delivery or affiliated with a dispensary.

N/A A dispensary shall facilitate delivery with a technology platform owned by or licensed to the permittee that uses Global Positioning System technology to track and database technology to record and store the following information:

- The time that the individual delivering medical cannabis or medical cannabis products on behalf of the delivery departed the delivery.
- The time that the individual delivering cannabis or cannabis products on behalf of the dispensary completed delivery to the qualified patient or primary caregiver.
- The time that the individual delivering cannabis or cannabis products on behalf of the delivery returned to the delivery.
- The route the individual delivering cannabis or cannabis products on behalf of the delivery traveled between departing and returning to the dispensary to conduct delivery.
- For each individual delivery transaction, the identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.
- For each individual delivery transaction, the vehicle used to deliver medical cannabis or medical cannabis products on behalf of the dispensary.
- For each individual delivery transaction, the identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.
- For each individual delivery transaction, the type and quantity of cannabis or cannabis products delivered and received.
- For each individual delivery transaction, the dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

The individual delivering medical cannabis or medical cannabis products on behalf of the dispensary shall personally verify for each individual delivery transaction (a) the identity of the qualified patient or primary caregiver receiving cannabis or cannabis products from the dispensary and (b) the validity of the qualified patient's recommendation from a physician to use cannabis for medical purposes or primary caregiver's status as a primary caregiver for the particular qualified patient.

N/A No delivery transactions shall occur in the City of Hollister between the hours of 6:00 a.m. and 10:00 p.m.

N/A Any other operating requirement included (a) in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code (if the dispensary is permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) in the City Business license under Title 5 of the Hollister Municipal Code (if the dispensary is based outside the City of Hollister and operating in compliance with Section 5.42.180 of the Hollister Municipal Code).

N/A I understand that the City Council or designee may revoke a regulatory permit with cause at any time and;

N/A Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

N/A Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an application obtaining a certificate of occupancy

N/A I understand the applicant and the employees of the cannabis facility may be subject to prosecution under federal laws.

N/A I understand the City of Hollister accepts no legal liability in connection with the approval and subsequent operation of the cannabis facility.

N/A Cannabis Use Permit/ Development Agreement conditions of approval

N/A For the cost to the City of administering the cannabis facilities and operations, fees are due and payable to the City in four (4) equal quarterly installments for cultivation, or actual gross receipts for manufacturing commencing ninety (90) days after the City issues a regulatory permit (for delivery) or certificate of occupancy.

Signature of Applicant _____ Date 8/20/25

Signature of Applicant _____ Date 8/20/2025

Signature of Applicant _____ Date _____

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Community Development-2025-65

AGENDA ITEM: A RESOLUTION OF THE CITY COUNCIL TO RENEW A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN AT 1091 SAN FELIPE ROAD TO OPERATE A CANNABIS CULTIVATION FACILITY FOR THE 2025/2026 PERMIT PERIOD

DEPARTMENT: Community Development
DEPARTMENT HEAD: Rod Powell, Assistant City Manager
STAFF CONTACT: Maria C. Mendez, Cannabis Program Manager

RECOMMENDED ACTION: Adopt a resolution approving the annual renewal of a cannabis cultivation regulatory permit for Traditional Roots/ Bustan located at 1091 San Felipe Road for the 2025/2026 permit period.

DISCUSSION: On September 5, 2017, the City Council initially approved a Cannabis Use Permit and Development Agreement for Traditional Roots / Bustan to operate a cannabis cultivation facility (Resolution 2017-228). Subsequently, on November 6, 2017, the City Council approved issuance of the required regulatory permit in accordance with the Hollister Municipal Code (HMC) (Resolution 2017-276). Most recently, at its regular meeting on October 1, 2024, the City Council renewed the current regulatory permit for Traditional Roots / Bustan for the 2024/2025 permit period (Resolution 2024-155).

Traditional Roots / Bustan has submitted a required annual renewal application related to its cannabis cultivation regulatory permit for the 2025/2026 permit term. Pursuant to Section 5.42.050 of the City of Hollister Municipal Code, renewal of a regulatory permit for cannabis cultivation is subject to approval by the City Council. The City Council may deny a renewal only upon making specific findings as outlined in HMC, § 5.42.070 (A). However, staff have reviewed the applicant's renewal application, prior performance, and compliance history and have determined that none of the required findings for denial are present.

Approval of the annual renewal of this regulatory permit will allow Traditional Roots / Bustan to continue operations of its cultivation facility at 1091 San Felipe Road for the 2025/2026 permit period.

FISCAL IMPACT: As a regulatory permittee, Traditional Roots / Bustan is required to pay quarterly taxes to the City. Non-approval of an applicable renewal of a previously issued regulatory permit for cannabis cultivation would cease operations and result in a loss of current tax revenue.

PREVIOUS COUNCIL OR COMMISSION ACTION: The City Council last considered and renewed the Traditional Roots / Bustan regulatory permit for the 2024/2025 permit period at its October 1, 2024, regular meeting.

CEQA: Exempt: Section 15301 The proposed action is exempt from the California

Environmental Quality Act (CEQA) under Section 15301, which applies to the operation and maintenance of existing facilities. This exemption is appropriate as the project involves the renewal of a regulatory permit for an established cannabis cultivation facility, with no significant changes or expansion of operations anticipated. Therefore, no further environmental review is required.

ATTACHMENTS:

1. Resolution
2. Regulatory Permit Application

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER RENEWING A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN TO OPERATE A CANNABIS CULTIVATION FACILITY AT 1091 SAN FELIPE ROAD

WHEREAS, the City Council has adopted Ordinance 1179 permitting cannabis facilities; and

WHEREAS, the City Council at its regular meeting of November 6, 2017, approved a Cannabis Use Permit/ Development Agreement for Traditional Roots/ Bustan. located at 1091 San Felipe Road (resolution 2017-228); and

WHEREAS, the City Council at its regular meeting of November 6, 2017, issued an initial cannabis cultivation regulatory permit to Traditional Roots/ Bustan (resolution 2017-276); and

WHEREAS, under the provisions of Section 5.42.040 of the Hollister Municipal Code, the renewal of a regulatory permit is subject to review and approval by the City Council; and

WHEREAS, Traditional Roots/ Bustan has completed the regulatory permit application required for renewal, and it has been deemed complete; and

WHEREAS, at its regular meeting of October 6, 2025, the City Council considered the applicant's renewal request, reviewed the staff report, and received written and/or oral testimony for and/or against the proposal; and

WHEREAS, under the provisions of Section 5.42.070 (A) of the Hollister Municipal Code the City Council may deny a permit based upon certain findings and after careful review, staff have determined that the permittee continues to compliantly operate and there are no findings applicable to merit a denial of the permit renewal.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister hereby approves and authorizes a renewal of the regulatory permit for Traditional Roots / Bustan located at 1091 San Felipe Road to continue to operate a cannabis cultivation facility.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XXX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

OFFICE USE ONLY	
Application No.: Regulatory Permit 2017-276	
Application Submittal Date	8/01/25
Expiration Date (for renewals only)	10/16/2025
License Type	Cultivation
Operating Fee	$7 Per SQ FT
Renewal Fee	$7,636.00
Accepted By	

Completed Applications must be submitted to Community Development at:
339 Fifth St., Hollister, Ca 95023
Telephone (831) 636-4360x1253

CANNABIS FACILITY REGULATORY PERMIT APPLICATION

Pursuant to City of Hollister Ordinance No. 1179

Upon receipt of a completed application and payment of the application and fee, the Director of Development Services shall investigate the information contained in the application to determine whether the applicant shall be issued the requested permit. The purpose of the review is to ensure that the cannabis facility will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing cannabis facilities, including without limitation the Compassionate Use Act as set forth in California Health & Safety Code Section 11362.5, the Medical Marijuana Regulation and Safety Act of 2015, and the Medical Marijuana Program Act as set forth in the California Health and Safety Code Sections 11362.7 et seq.

Renewals

No regulatory permit may be renewed unless a new registration has been filled with the Cannabis Affairs Office a minimum of sixty (60) days prior to the expiration date of the Regulatory Permit.

Check one only:

_____ Check here if **NEW** Commercial Cannabis Operation Regulatory Permit

__X__ Check here if **RENEWAL** of a Commercial Cannabis Facility Operation Regulatory Permit

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-If renewal, provide the existing permit Regulatory Permit number and expiration date here:

No.:_____Date: 10/16/25 Business Name: Traditional Roots/ BUSTAN

Check one:

_____ Dispensary _____Distribution Facility _____Delivery

___X___Cultivation Facility _____Laboratory Testing _____Manufacturing

Applicant /Business Name : Traditional Roots/ BUSTAN
Project Location: 1091 San Felipe Road
Assessor's Parcel No.: 0511100420
Land Use of Property : Industrial (M1)

ZONING: Permitted cannabis facilities (cultivation, manufacturing, testing and distribution) may locate and/or operate in the North Gateway (NG), Industrial Business Park (IBP), Light Industrial (MI), Airport Support (AS), and West Gateway (WG) Zoning Districts. A dispensary is permitted in any of the mentioned above zoning districts except for the West Gateway (WG). (Chapter 5.42 Section 5.42.160 of the Hollister Municipal Code)

LOCATION

All cannabis facilities shall be setback a minimum of 600 feet from a school, and a minimum of 150 feet from a conforming residential use, a conforming religious institution or a licensed rehabilitation facility, as defined in HMC Section 5.42.160. Does the property meet the sensitive use restrictions defined in this section?

_X_ YES _____ NO

Applicant Information (to be completed by applicant)

A. **APPLICANT INFORMATION (to be completed by applicant):**

APPLICANT: Traditional Roots/Bustan

Mailing Address: 1091 San Felipe Road Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

OWNER (IF DIFFERENT FROM APPLICANT):

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

LEGAL REPRESENTATIVE:

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

(Attach additional sheets as necessary)

B. PROPERTY OWNER CONSENT:

In the event that neither the applicant or owner are the legal owners of the subject property contemplated by this application, the application must be accompanied with a "PROPERTY OWNER'S STATEMENT OF CONSENT" stating and acknowledging that a cannabis facility will be operated on the subject property contemplated by this application and containing the notarized signature from the legal owner of the property.
If either applicant or owner is the legal owners of the subject property contemplated by this application, then evidence of such legal ownership shall be submitted in a form that is satisfactory to the Director.

SEE EXHIBIT "A" APPLICATION FOR CANNABIS FACILITY LICENSE

PROPERTY OWNER:

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

C. BUSINESS OPERATIONS (dispensaries only):

Estimated Number of Qualified Patients and Primary Caregivers (as defined in HMC Section 5.54.030):

Days/Hours of Operation:

Delivery Service to be provided: _____ Yes _____ No

Hours of Delivery Service:

Name of all owners, employees, and managers, as defined in HMC Section 5.42.050 **(attach additional sheets if necessary)**:

1. NAME/TITLE: Idris Mohssin PHONE NO.: 831-970-1235
   ADDRESS: 1091 San Felipe rd Hollister CA 95023
2. NAME/TITLE: Abraham Mohssin /Manger PHONE NO.: 831-888-7271
   ADDRESS: 1091 San Felipe rd HOllister CA 95023
3. NAME/TITLE: Zoe Parker /Office Manger PHONE NO.: 408-825-3271
   ADDRESS: 1091 San Felipe RD Hollistert CA 95023

D. APPLICANT AUTHORIZATION

I hereby authorize and consent to the City Manager and the Director of Development Services of the City of Hollister, including their designees, to seek verification of the information contained in this application and any attachments.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

E. TERMS AND CONDITIONS

I hereby certify that I have reviewed the contents of Chapter 5.42 of the City of Hollister Municipal Code and acknowledge, understand, and agree to be bound by its terms and conditions.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

F. FURTHER INFORMATION AND INSPECTIONS

I agree to submit any additional and further information as deemed necessary by the City Manager or the Director of Development Services, including their designees, in order to process this application.

I further agree to permit the City Manager, Director of Development Services, the Hollister Police Department, and their respective designees to conduct inspections, for the purpose of ensuring compliance with local and State laws, of the proposed medical cannabis facility at the discretion of the City, including inspection of:

- Security recordings made by security cameras required by Chapter 5.42 of the Hollister Municipal Code
- Inspect facility for compliance with overall health and safety standards
- Inventory records, files, and financial records for auditing purposes
- Other written records and files pertaining to the proposed medical cannabis facility.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

G. INDEMNIFICATION AND RELEASE

I release the City of Hollister, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of Chapter 5.42 of the Hollister Municipal Code or any provision of the Zoning Code relating to medical cannabis facilities, and (b) any arrest or prosecution of me, my managers, employees, or members for violation of State or federal laws; and I will defend, indemnify, and hold harmless the City of Hollister and its agents, officers, elected officials, and employees from and against any and all claims or actions: (a) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the subject property contemplated by this application, and (b) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of marijuana produced at the subject property contemplated by this application.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

Cannabis Facility Regulatory Permit Applicant Release Agreement and Affidavit of Acknowledgement

As an applicant for Cannabis Facility, I hereby acknowledge and agree to the following and in addition, as a condition of issuance or renewal of a regulatory permit as required, the City Council may impose such additional terms and conditions on the issuance or renewal of the regulatory permit and the operation of the facility from time to time as the City Council deems appropriate. (Please initial every section that is applicable to the license you are applying for).

TM Copy of the applicant's Articles of Incorporation or Articles of Organization;

TM Copy of the applicant's bylaws or operating agreement;

TM Copy of the applicant's Certificate of Status issued by the California Secretary of State;

TM Copy of the applicant's Entity Status Letter from the California Franchise Tax Board;

TM Copy of the applicant's Board of Equalization Seller's Permit;

TM The applicant's Federal Employer Identification Number;

TM Evidence of the legal right for the applicant to occupy and use the property either a deed or lease for a cannabis facility. In the event that the applicant is not the owner of record of the property, the applicant must provide a notarized statement from the owner of the property acknowledging and consenting to use of the property as a medical cannabis facility by the applicant; and

TM The identification of any individual with a financial interest in the applicant including the address, phone number, email address, description of percentage ownership interest, and copies of government issued identification for each individual;

TM The proposed location is evaluated for conformance with the zoning and sensitive use restrictions contained in Section 5.42.160 of the Municipal Code; which shall include a reliable mapping of the proposed location and distances to all sensitive uses, satellite mapping is preferred;

TM Satisfactory Live Scan conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal C o d e ; and

Government issued identification to determine that each applicant, manager, and employee of the cannabis facility is over eighteen (18) years of age and that no applicant, manager, or employee of the cannabis facility is a licensed physician making patient recommendations for cannabis pursuant to Section 5.42.070 of the Municipal Code.

Applicant and Facility Evaluation

TM Qualifications (including residency) of the applicants, managers, and employees

TM Comprehensive site plan and floor plan of the facility which includes the dimensions of the interior floor plan; location of all exist doors, width of doors and panic hardware; principal uses of the floor area including where non-patients will be permitted, storage areas, retails areas, areas for cash handling and storage and restricted areas.

TM Security plan demonstrating compliance with Chapter 5.42 of the Municipal Code and this Resolution

TM Identification of companies providing security services including the company's named, address, contract information, California Business license and PPO.

TM Identification of a security liaison – name, contact information

TM Identification physical security measures

TM The medical cannabis dispensing procedures, including whether the medical cannabis dispensary will engage in the delivery of medical cannabis or medical cannabis products and the detailed delivery protocols

Business Plan including financial information, revenue and expense projections, capital investment and operating reserves.

Community Benefits Plan with a dedicated community liaison. –

Plan for preference in hiring City of Hollister residents at 200% above the "living wage" for the Federal Poverty Level for a family of two.

Employee manual, benefits and vacation pay plan

Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis or medical cannabis products

Preference for participation in clinical or academic research seeking to understand the efficacy and adverse effects of cannabis as a pharmacological agent.

Procedures for inventory control including a detailed description of inventory tracking software and procedures

The odor management plan including detailed description ventilation

Signage plan

Cash management policies and procedures

Policies and procedures for adopting, monitoring, implementing, and enforcing all other requirements of Chapter 5.42 of the Municipal Code

Proposed development agreement with no less than Five Percent (5%) gross sales with the City

Cannabis Dispensary Operating Requirements

In addition to the operating requirements applicable to cannabis dispensaries contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries shall comply with the following operating requirements:

N/A

Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to sale, being given away, or donation.

Prior to sale, being given away, or donation, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed "exit packaging" that are childproof, opaque and is closable if not intended for single use. Opaque container shall mean a container that is constructed or coated in such a manner as to ensure the contents inside is shielded from view. Childproof shall mean any container that meets the standards set forth in Part 1700 of Title 16 of the Code of Federal Regulations.

A cannabis dispensary shall maintain a limited access area where cannabis and cannabis products are sold, given away, or donated to qualified patients and primary caregivers. A "buzz-in" electronic/mechanical entry system shall be utilized to separate the limited access area from a reception or reception/lobby area. A cannabis dispensary must verify an individual's (a) status as a qualified patient or

primary caregiver and (b) identification via valid government issued identification card before allowing an individual to access the limited access area and purchase or receive cannabis or cannabis products.

A cannabis dispensary shall notify qualified patients and primary caregivers of the following verbally (or by written agreement) and by posting of a sign (or signs) conspicuously within the dispensary: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

"Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

"Patrons must immediately leave the dispensary and not consume cannabis or cannabis products until at home or in an equivalent private location. Staff shall monitor the location and vicinity to ensure compliance."

"The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

n/a

"Forgery of medical documents is a felony crime. Entry into the premises by persons under the age of eighteen (18) is prohibited unless they are a qualified patient and accompanied by a licensed attending physician, parent, or legal guardian."

"CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

A cannabis dispensary shall facilitate the sale, giving away, or donation of medical cannabis or medical cannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of medical cannabis or medical cannabis products between the dispensary and qualified patient or primary caregiver:

The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.

The type and quantity of medical cannabis or medical cannabis products dispensed and received.

The dollar amount charged by the dispensary and received by the individual dispensing medical cannabis or medical cannabis products on behalf of the dispensary for the medical cannabis or medical cannabis products dispensed and received.

A cannabis dispensary shall not sell, give away, or donate medical cannabis or medical cannabis products to qualified patients or primary caregivers between the hours of 6:00am and 10:00pm.

Any other operating requirement included in the development agreement between the medical cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code.

CANNABIS FACILITIES AND DELIVERY REGULATIONS.

Cannabis Facility Infrastructure and Security Regulations

In addition to the infrastructure and security requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis facilities shall comply with the following infrastructure and security regulations:

JM Alarms and closed circuit television. A Police Department-licensed, 24-hour centrally monitored alarm system is required. The system shall automatically notify the Police Department dispatch and allow camera system access for dispatch to relay vital information to responding officers on alarm activations.

JM Closed circuit television ("CCTV") video monitoring shall be installed that meets the following criteria: Continuous 24-hour operation and recording with minimum archival period of six months cloud based storage for motion activated movement.

JM Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in interior and exterior areas where cannabis or cannabis products is present at any time.

JM Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in the immediate exterior areas of doors, windows, or other avenues of potential access. 20 feet on either side and out from every door.

JM All CCTV recordings shall be accessible to law or code enforcement officers at all times during operating hours and otherwise upon reasonable request. All CCTV recording systems shall have the capability of producing tapes, DVDs or other removable media of recordings made by the CCTV system, including still photograph images.

JM To prevent tampering, the recorder shall be kept in a secure, locked location and all recordings shall be date and time stamped.

JM Windows and glass panes shall have vandal-resistant glazing, shatter-resistant film, glass block, or bars installed equipped with latches that may be released quickly from the inside to allow exit in the event of emergency.

JM Windows vulnerable to intrusion by a vehicle must be protected by bollards or landscaping grade separation reasonably sufficient to prevent such intrusion.

JM Roofs, roof hatches, sky lights, and ceilings: All means of gaining unauthorized access to the roof shall be eliminated. Exterior roof ladders shall be secured with locked ladder covers.

JM Roof hatches and skylights shall be secured so as to prevent intrusion.

JM Where a cannabis facility is located in a building with other tenants, the cannabis facility shall be secured against unauthorized access from other tenant spaces or common areas, including access through crawl spaces, ceiling spaces, ventilation systems or other access points concealed from the common areas

JM Visibility: Medical cannabis or medical cannabis products or graphics depicting medical cannabis or medical cannabis products within the cannabis facility shall not be visible with the naked eye from the perspective of a pedestrian immediately exterior to the property line of the medical cannabis facility.

JM Exterior landscaping within 10 feet of a cannabis facility shall be free of locations which could reasonably be considered places where a person could conceal themselves considering natural or artificial illumination.

Exterior building lighting and parking area lighting must be of sufficient foot-candles and color rendition, so as to allow the ready identification of any individual committing a crime on site at a distance of no less than forty feet.

Fire suppression system: An approved automatic fire sprinkler system, designed in compliance with International Fire Code is required.

Entrances, exits, and doors: A cannabis facility shall have a single plainly identified primary entrance/exit site that is visible from public or common areas.

Any exit or entrance that is not visible from a public or common area shall be plainly marked as an emergency exit only. Such emergency exits shall be self-closing, self-locking, commercial grade locks equipped with an alarm and not used except in an emergency.

Any aluminum door shall be fitted with steel inserts at the lock receptacles.

Any outward opening doors shall be fitted with hinge stud kits, welded hinges or set-screw hinge pins.

Panic exit hardware shall be "push-bar" design.

Double doors shall be fitted with three-point locking hardware and push-bars consistent with fire agency regulations or requirements.

All emergency exits shall be solid core doors featuring hinge-pin removable deterrence. Emergency exit doors shall have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards shall be of minimum 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch.

All glass doors or doors with glass panes shall have shatter-resistant film affixed to prevent glass breakage.

Identification and access badges: Managers and employees of a medical cannabis facility may wear identification badges with photo identification on breakaway style lanyards, at chest height.

The identification badges shall the means to access areas of the medical cannabis facility not designed for public access.

The identification badge access system shall have a duress feature.

The identification badge access system shall have a readily available recorded log for entry/exit time of areas of the medical cannabis facility not designed for public access. The electronic logs must be retained for 90 days.

Biometric access system: Entrances to areas of a medical cannabis facility where medical cannabis or medical cannabis products are cultivated, manufactured, processed, stored, tested, or labeled must have biometric scanners for individual unmistakable identifying access.

The biometric access system shall have a readily available recorded log for entry/exit time for to the secured areas. The electronic logs must be retained for 90 days.

Security personnel: A medical cannabis facility shall utillze adequate security personnel and patrols to ensure the safety of persons and to protect the facility from theft at all times.

All security personnel utilized by the medical cannabis facility shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Security liaison: A cannabis facility shall provide the City Manager or designee with the name, telephone number, and email address of a security liaison to whom the City can provide notice if there are security problems associated with the medical cannabis facility or refer members of the public who may have any concerns or complaints regarding the security of the medical cannabis facility. Each medical cannabis facility shall also provide the above information to all businesses and residences located within 100-foot radius of the medical cannabis facility.

The security liaison shall be reasonably available to meet with the City Manager, the City's Police Chief, or their designees, regarding any security related measures or and operational issues.

Any other infrastructure and security condition included in the development agreement between the medical cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

All Cannabis Facility General Operating Requirements

In addition to the operating requirements applicable to cannabis facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis facilities shall comply with the following general operating requirements:

A cannabis facility shall post, in a prominent location within the facility, a copy of its cannabis facility regulatory permit and a document that provides (a) the name, telephone number, and address of a person(s) authorized to accept service of process on behalf of the medical cannabis facility, (b) the name, telephone number, and address of the facility's community relations liaison required pursuant to Section 5.42.240 of the Municipal Code, and (c) the name, telephone number and address of the facility's security liaison required pursuant to this Resolution.

There shall be at least one responsible person at the cannabis facility to act as manager and supervise employees at all times during business hours. Such responsible person shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

No recommendations or approvals by a physician to use medical cannabis or medical cannabis products shall be issued at a medical cannabis facility.

All finished cannabis and cannabis products (except for limited amounts of cannabis used for display purposes, samples, or immediate sale) shall be secured and locked in a room, safe, or vault in a manner as to prevent diversion, theft, and loss. No outdoor storage of cannabis or cannabis products is permitted at any time.

A cannabis facility shall utilize an inventory and point-of-sale tracking system to track and report on all aspects of the facility's business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis facility shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designee.

A cannabis facility shall use weighing or measuring devices that meet standards equivalent to Division 5 of the Business and Professions Code.

All cannabis or cannabis products sold, distributed, tested, or manufactured by cannabis facility shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

Signage and notices: In addition to the requirements otherwise set forth in this section, business identification signage for a medical cannabis facility shall conform to the requirements of the Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

No signs placed on the premises of a cannabis facility shall obstruct any entrance or exit to the building or any window.

Each entrance to a cannabis facility shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis facility is prohibited.

Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis facility shall advertise by having an individual holding a sign and advertising the business to passersby, whether such person is on the premises of the medical cannabis facility or elsewhere including, but not limited to, the public right-of-way. No "A Frame" style signs allowed in front of business or on curbside.

Signage shall not be directly illuminated, internally or externally, except that the name and address of the business may be illuminated at night.

Odor control: Odor control devices and techniques shall be incorporated in all medical cannabis facilities to ensure that odors from cannabis are mitigated to the maximum extent reasonably possible so as to minimize off-site detection. All cannabis facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is mitigated to the maximum extent reasonably possible so as to minimize off-site detection, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the medical cannabis facility. As such, medical cannabis facilities must install and maintain the following equipment or any other equipment which the City Manager or designee determines is a more effective method or technology: exhaust air filtration system with odor control that prevents internal odors from being emitted externally.

An air system that creates negative air pressure between cannabis facility's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

A cannabis facility shall (i) prohibit loitering by individuals outside the cannabis facility, whether the loitering is occurring immediately outside the cannabis facility or anywhere else on the property or parcel; (ii) on-site consumption of cannabis or alcohol; and (iii) loud car stereos or activities disruptive to the neighboring businesses or residences outside the medical cannabis facility, whether the disruption is occurring immediately outside the cannabis facility or anywhere else on the property or parcel.

A cannabis facility shall notify the City Manager or designee IMMEDIATLY after discovering any of the following: Discrepancies identified during inventory.

Diversion, theft, loss, or any criminal activity involving the medical cannabis business or any agent or employee of the medical cannabis business.

The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the medical cannabis facility.

Any other breach of security.

Agents or employees of the City requesting access to a medical cannabis facility or the records required to be maintained by a medical cannabis facility shall be given unrestricted access.

A medical cannabis facility shall implement and monitor procedures for cash management, security, and storage.

A cannabis facility shall secure worker's compensation insurance covering employees of the medical cannabis facility.

A cannabis facility shall secure general liability insurance with an aggregate limit not less than $1,000,000.00.

Any other operating requirement included in the development agreement between the cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Cultivation Facility Operating Requirements

In addition to the operating requirements applicable to medical cannabis cultivation facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis cultivation facilities shall comply with the following operating requirements:

A cannabis cultivation facility shall not use pesticides or insecticides prohibited by federal, State, or local law for fertilization or production of edible produce.

A cannabis cultivation facility shall comply with all applicable federal, State, and local laws regarding use and disposal of pesticides and fertilizers.

Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis cultivation facility shall send (or make arrangements for a cannabis distribution facility to send) cannabis cultivated by the facility for batch testing to a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to distribution to a medical cannabis dispensary.

Prior to transportation, a cannabis cultivation facility shall package and seal all medical cannabis in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis.

Any other operating requirement included in the development agreement between the cannabis cultivation facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Manufacturing Facility Operating Requirements

In addition to the operating requirements applicable to medical cannabis manufacturing facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis manufacturing facilities shall comply with the following operating requirements:

All cannabis manufacturing facilities must adhere to City of Hollister Building Department Codes as required by the Building Official.

All manufacturers, whether Type 7 or Type S, must adhere to all regulations and requirements set by the California Department of Public Health (California Code of Regulations, Title 17; Division 1, Chapter 13. Manufactured Cannabis Safety.

TM A cannabis manufacturing facility shall only produce, distribute, provide, donate, or sell non-potentially hazardous food, as established by the State Department of Public Health pursuant to Section 114365.35 of the Health and Safety Code.

TM Prior to transportation, a cannabis manufacturing facility shall package and seal all medical cannabis products in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis products.

TM Any other operating requirement included in the development agreement between the medical cannabis manufacturing facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Distribution Facility Operating Requirements

In addition to the operating requirements applicable to cannabis distribution facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis distribution facilities shall comply with the following operating requirements:

— A cannabis distribution facility shall only procure, sell, or transport cannabis or medical cannabis products that are packaged and sealed in tamper-evident packaging that uses a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or cannabis products.

— A cannabis distribution facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the cannabis distribution facility to the City Manager or designee.

— Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall have a valid California Driver's License.

— Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

— Individuals transporting cannabis or cannabis products on behalf of the cannabis distribution facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

— During transportation, the individual conducting transportation on behalf of the cannabis distribution facility shall maintain a copy of the cannabis distribution facility's medical cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

— A cannabis distribution facility shall only transport cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the cannabis or cannabis products during transportation, and (c) capable of being temperature controlled if perishable cannabis or cannabis products are being transported.

— Any other operating requirement included in the development agreement between the cannabis distribution facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Operating Requirements for the Transportation of Cannabis or Cannabis Products

In addition to any applicable operating requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis cultivation facilities and cannabis manufacturing facilities may transport cannabis or medical cannabis products produced at the particular facility subject to the following operating requirements:

JM The facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the facility to the City Manager or designee.

JM Individuals authorized to conduct transportation on behalf of the facility shall have a valid California Driver's License.

JM Individuals authorized to conduct transportation on behalf of the facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

JM Individuals transporting cannabis or cannabis products on behalf of the facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

JM During transportation, the individual conducting transportation on behalf of the facility shall maintain a copy of the facility's cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

JM A facility shall only transport medical cannabis or medical cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, and (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported.

JM Any other operating requirement included in the development agreement between the facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Testing Center Operating Requirements

In addition to the operating requirements applicable to cannabis testing centers contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis testing centers shall comply with the following operating requirements:

N/A A cannabis testing center shall adopt a standard operating procedure using methods consistent with general requirements established by the International Organization for Standardization, specifically ISO/IEC 17025, to test cannabis and medical cannabis products.

A cannabis testing center shall be accredited by a body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.

A cannabis testing center shall establish standard operating procedures that provide for adequate chain of custody controls for samples transferred to the testing laboratory for testing.

n/a

A cannabis testing center shall destroy the remains of samples of medical cannabis or medical Cannabis product upon completion of analyses.

Any other operating requirement included in the development agreement between the cannabis testing center and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Delivery Operating Requirements

In addition to the operating requirements applicable to delivery (as defined Section 5.42.180 of the Hollister Municipal Code) In contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries (a) permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code and (b) based outside the City of Hollister operating in compliance with Section 5.42.180 of the Hollister Municipal Code may conduct delivery subject to the following operating requirements:

TM Until regulatory implementation of the Medical Cannabis Regulation and Safety Act, a medical cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a medical cannabis testing center that maintains operations in full conformance with the State and local regulations prior to delivery.

TM Prior to delivery, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed in tamper-evident packaging that includes a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or medical cannabis products.

TM Upon delivery, a cannabis dispensary shall notify qualified patients and primary caregivers of the following in writing: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

TM "Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

"Patrons shall not consume cannabis or medical cannabis products until at home or in an equivalent private location."

TM "The use of medical cannabis or medical cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

"Forgery of documents is a felony crime. Consumption of medical cannabis or cannabis products by persons under the age of eighteen (18) is prohibited unless they are a qualified patient."

TM "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

TM A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received medical cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

TM A cannabis dispensary shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the dispensary and qualified patient or primary caregiver:

- The identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.
- The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary
- The type and quantity of cannabis or cannabis products delivered and received.
- The dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

JM

A dispensary shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery on behalf of the dispensary to the City Manager or designee and the City Police Department.

JM

Individuals authorized to conduct delivery on behalf of the dispensary shall have a valid California Driver's License.

JM

Individuals authorized to conduct delivery on behalf of the dispensary shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

JM

Individuals delivering cannabis or cannabis products on behalf of the dispensary shall maintain a physical copy of the delivery request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

JM

During delivery, the individual conducting delivery on behalf of the dispensary shall maintain a copy of the dispensary's (a) cannabis facility regulatory permit (if permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) City Business license under Title 5 of the Hollister Municipal Code (if based outside the City of Hollister and operating in compliance with Section 5.42.180 of The Hollister Municipal Code) and shall make it available upon request of agents or employees of the City requesting documentation.

JM

A dispensary shall only delivery cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported, and (d) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for delivery or affiliated with a dispensary.

JM

A dispensary shall facilitate delivery with a technology platform owned by or licensed to the permittee that uses Global Positioning System technology to track and database technology to record and store the following information:

- The time that the individual delivering medical cannabis or medical cannabis products on behalf of the delivery departed the delivery.
- The time that the individual delivering cannabis or cannabis products on behalf of the dispensary completed delivery to the qualified patient or primary caregiver.
- The time that the individual delivering cannabis or cannabis products on behalf of the delivery returned to the delivery.

- The route the individual delivering cannabis or cannabis products on behalf of the delivery traveled between departing and returning to the dispensary to conduct delivery.

- For each individual delivery transaction, the identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.

- For each individual delivery transaction, the vehicle used to deliver medical cannabis or medical cannabis products on behalf of the dispensary.

- For each individual delivery transaction, the identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.

- For each individual delivery transaction, the type and quantity of cannabis or cannabis products delivered and received.

- For each individual delivery transaction, the dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

The individual delivering medical cannabis or medical cannabis products on behalf of the dispensary shall personally verify for each individual delivery transaction (a) the identity of the qualified patient or primary caregiver receiving cannabis or cannabis products from the dispensary and (b) the validity of the qualified patient's recommendation from a physician to use cannabis for medical purposes or primary caregiver's status as a primary caregiver for the particular qualified patient.

JM No delivery transactions shall occur in the City of Hollister between the hours of 6:00 a.m. and 10:00 p.m.

JM Any other operating requirement included (a) in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code (if the dispensary is permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) in the City Business license under Title 5 of the Hollister Municipal Code (if the dispensary is based outside the City of Hollister and operating in compliance with Section 5.42.180 of the Hollister Municipal Code).

JM I understand that the City Council or designee may revoke a regulatory permit with cause at any time and;

JM Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

JM Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an application obtaining a certificate of occupancy

JM I understand the applicant and the employees of the cannabis facility may be subject to prosecution under federal laws.

JM I understand the City of Hollister accepts no legal liability in connection with the approval and subsequent operation of the cannabis facility.

JM Cannabis Use Permit/ Development Agreement conditions of approval

No delivery transactions shall occur in the City of Hollister between the hours of 6:00 a.m. and 10:00 p.m.

Any other operating requirement included (a) in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code (if the dispensary is permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) in the City Business license under Title 5 of the Hollister Municipal Code (if the dispensary is based outside the City of Hollister and operating in compliance with Section 5.42.180 of the Hollister Municipal Code).

n/A

I understand that the City Council or designee may revoke a regulatory permit with cause at any time and;

Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an application obtaining a certificate of occupancy

I understand the applicant and the employees of the cannabis facility may be subject to prosecution under federal laws.

I understand the City of Hollister accepts no legal liability in connection with the approval and subsequent operation of the cannabis facility.

Cannabis Use Permit/ Development Agreement conditions of approval

For the cost to the City of administering the cannabis facilities and operations, fees are due and payable to the City in four (4) equal quarterly installments for cultivation, or actual gross receipts for manufacturing commencing ninety (90) days after the City issues a regulatory permit (for delivery) or certificate of occupancy.

Signature of Applicant Idris Mohsin Date 09/23/2025

Signature of Applicant _____ Date _____

Signature of Applicant _____ Date _____

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Community Development-2025-67

AGENDA ITEM: A RESOLUTION OF THE CITY COUNCIL TO RENEW A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN AT 1091 SAN FELIPE ROAD TO OPERATE A CANNABIS MANUFACTURING FACILITY FOR THE 2025/2026 PERMIT PERIOD

DEPARTMENT: Community Development
DEPARTMENT HEAD: Rod Powell, Assistant City Manager
STAFF CONTACT: Maria C Mendez, Cannabis Program Manager

RECOMMENDED ACTION: Adopt a resolution approving the annual renewal of a cannabis manufacturing regulatory permit for Traditional Roots / Bustan located at 1091 San Felipe Road for the 2025/2026 permit period.

DISCUSSION: On September 5, 2017, the City Council initially approved a Cannabis Use Permit and Development Agreement for Traditional Roots / Bustan to operate a cannabis manufacturing facility (resolution 2017-228). Subsequently, on November 6, 2017, the City Council approved issuance of the required regulatory permit in accordance with the Hollister Municipal Code (Resolution 2017-275). Most recently, at its regular meeting on October 1, 2024, the City Council renewed the current regulatory permit for Traditional Roots / Bustan for the 2024/2025 permit period (Resolution 2024-156).

Traditional Roots / Bustan has submitted a required annual renewal application related to its cannabis manufacturing regulatory permit for the 2025/2026 permit term. Pursuant to Section 5.42.050 of the City of Hollister Municipal Code, renewal of a regulatory permit for cannabis manufacturing is subject to approval by the City Council. The Council may deny a renewal only upon making specific findings as outlined in HMC § 5.42.070(A). However, staff have reviewed the applicant's renewal application, prior performance, and compliance history and have determined that none of the required findings for denial are present.

Approval of the annual renewal of this regulatory permit will allow Traditional Roots / Bustan to continue operations of its manufacturing facility at 1091 San Felipe Road for the 2025/2026 permit period.

FISCAL IMPACT: As a regulatory permittee, Traditional Roots / Bustan is required to pay quarterly taxes to the City. Non-approval of an applicable renewal of a previously issued regulatory permit for cannabis manufacturing would cease operations and result in a loss of current tax revenue.

PREVIOUS COUNCIL OR COMMISSION ACTION: The City Council last considered and renewed the Traditional Roots / Bustan regulatory permit for the 2024/2025 permit period at its October 1, 2024, regular meeting.

CEQA: Categorical Exemption – Existing Facilities (Class 1)

Exempt: Section 15301 The proposed action is exempt from the California Environmental Quality Act (CEQA) under Section 15301, which applies to the operation and maintenance of existing facilities. This exemption is appropriate as the project involves the renewal of a regulatory permit for an established cannabis cultivation facility, with no significant changes or expansion of operations anticipated. Therefore, no further environmental review is required.

ATTACHMENTS:

1. Resolution
2. Regulatory Permit Application

Report Approval Details

Document Title:	20251006_CDD_CNB_Traditonal Roots_ Bustan Manufacturing_ Regulatory Permit Renewal _2025_2026.docx
Attachments:	- Traditional Roots_Bustan_ Manufacturing_Resolution_Oct 6 2025.docx - Regulatory Permit Renewal Traditional Roots Bustan_Manufacturing_2025_2026.pdf
Final Approval Date:	Sep 30, 2025

This report and all of its attachments were approved and signed as outlined below:

Rod Powell

No Signature - Task assigned to Jennifer P. Thompson was completed by workflow administrator Jennifer Woodworth

Jennifer P. Thompson

No Signature - Task assigned to Mary F. Lerner was completed by workflow administrator Jennifer Woodworth

Mary F. Lerner

Jim Pia

Angie Gonzalez

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER RENEWING A REGULATORY PERMIT FOR TRADITIONAL ROOTS / BUSTAN TO OPERATE A CANNABIS MANUFACTURING FACILITY AT 1091 SAN FELIPE ROAD

WHEREAS, the City Council has adopted Ordinance 1179 permitting cannabis facilities; and

WHEREAS, the City Council at its regular meeting of November 6, 2017, approved a Cannabis Use Permit / Development Agreement for Traditional Roots / Bustan located at 1091 San Felipe Road (Resolution 2017-228); and

WHEREAS, the City Council at its regular meeting of November 6, 2017, issued an initial cannabis manufacturing regulatory permit to Traditional Roots / Bustan (Resolution 2017-275); and

WHEREAS, under the provisions of Section 5.42.040 of the Hollister Municipal Code, the renewal of a regulatory permit is subject to review and approval by the City Council; and

WHEREAS, Traditional Roots / Bustan has completed the regulatory permit application required for renewal, and it has been deemed complete; and

WHEREAS, at its regular meeting of October 6, 2025, the City Council considered the applicant's renewal request, reviewed the staff report, and/or received written and/or oral testimony for and/or against the proposal; and

WHEREAS, under the provisions of Section 5.42.070 (A) of the Hollister Municipal Code the City Council may reject a permit based upon certain findings and after careful review, staff have determined that the permittee continues to compliantly operate and there are no findings applicable to merit denial of the permit renewal; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister hereby approves and authorizes a renewal of the regulatory permit for Traditional Roots / Bustan. located at 1091 San Felipe Road, to continue to operate a cannabis manufacturing facility.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XXX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

OFFICE USE ONLY	
Application No.: Regulatory Permit 2017-275	
Application Submittal Date	8/01/25
Expiration Date (for renewals only)	10/16/2025
License Type	Manufacturing
Operating Fee	5% of Gross Sales
Renewal Fee	$7,636.00
Accepted By	

Completed Applications must be submitted to Community Development at:
339 Fifth St., Hollister, Ca 95023
Telephone (831) 636-4360x1253

CANNABIS FACILITY REGULATORY PERMIT APPLICATION

Pursuant to City of Hollister Ordinance No. 1179

Upon receipt of a completed application and payment of the application and fee, the Director of Development Services shall investigate the information contained in the application to determine whether the applicant shall be issued the requested permit. The purpose of the review is to ensure that the cannabis facility will be conducted in a secure, safe and business-like manner consistent with all applicable local and state laws, rules and regulations governing cannabis facilities, including without limitation the Compassionate Use Act as set forth in California Health & Safety Code Section 11362.5, the Medical Marijuana Regulation and Safety Act of 2015, and the Medical Marijuana Program Act as set forth in the California Health and Safety Code Sections 11362.7 et seq.

Renewals

No regulatory permit may be renewed unless a new registration has been filled with the Cannabis Affairs Office a minimum of sixty (60) days prior to the expiration date of the Regulatory Permit.

Check one only:

_____ Check here if **NEW** Commercial Cannabis Operation Regulatory Permit

__X__ Check here if **RENEWAL** of a Commercial Cannabis Facility Operation Regulatory Permit

---

-If renewal, provide the existing permit Regulatory Permit number and expiration date here:

No.:_____Date: 10/16/2025 Business Name: Traditional Roots/ BUSTAN

Check one:

_____ Dispensary _____Distribution Facility _____Delivery

_____Cultivation Facility _____Laboratory Testing __X___Manufacturing

Applicant /Business Name : Traditional Roots/ BUSTAN
Project Location: 1091 San Felipe Road
Assessor's Parcel No.: 0511100420
Land Use of Property : Industrial (M1)

ZONING: Permitted cannabis facilities (cultivation, manufacturing, testing and distribution) may locate and/or operate in the North Gateway (NG), Industrial Business Park (IBP), Light Industrial (MI), Airport Support (AS), and West Gateway (WG) Zoning Districts. A dispensary is permitted in any of the mentioned above zoning districts except for the West Gateway (WG). (Chapter 5.42 Section 5.42.160 of the Hollister Municipal Code)

LOCATION

All cannabis facilities shall be setback a minimum of 600 feet from a school, and a minimum of 150 feet from a conforming residential use, a conforming religious institution or a licensed rehabilitation facility, as defined in HMC Section 5.42.160. Does the property meet the sensitive use restrictions defined in this section?

_X_ YES _____ NO

Applicant Information (to be completed by applicant)

A. **APPLICANT INFORMATION (to be completed by applicant):**

APPLICANT: Traditional Roots/Bustan

Mailing Address: 1091 San Felipe Road Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

OWNER (IF DIFFERENT FROM APPLICANT):

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

LEGAL REPRESENTATIVE:

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

(Attach additional sheets as necessary)

B. PROPERTY OWNER CONSENT:

In the event that neither the applicant or owner are the legal owners of the subject property contemplated by this application, the application must be accompanied with a "PROPERTY OWNER'S STATEMENT OF CONSENT" stating and acknowledging that a cannabis facility will be operated on the subject property contemplated by this application and containing the notarized signature from the legal owner of the property. If either applicant or owner is the legal owners of the subject property contemplated by this application, then evidence of such legal ownership shall be submitted in a form that is satisfactory to the Director.

SEE EXHIBIT "A" APPLICATION FOR CANNABIS FACILITY LICENSE

PROPERTY OWNER:

Mailing Address: 1091 San Felipe RD Phone No. 831-970-1235

City, State, Zip: Hollister CA 95023 E-Mail: idris831@gmail.com

C. BUSINESS OPERATIONS (dispensaries only):

Estimated Number of Qualified Patients and Primary Caregivers (as defined in HMC Section 5.54.030):

Days/Hours of Operation:

Delivery Service to be provided: N/A Yes ____ No

Hours of Delivery Service:

Name of all owners, employees, and managers, as defined in HMC Section 5.42.050 **(attach additional sheets if necessary)**:

1. NAME/TITLE: Idris Mohssin PHONE NO.: 831-970-1235
   ADDRESS: 1091 San Felipe rd Hollister CA 95023
2. NAME/TITLE: Abraham Mohssin /Manger PHONE NO.: 831-888-7271
   ADDRESS: 1091 San Felipe rd HOllister CA 95023
3. NAME/TITLE: Zoe Parker /Office Manger PHONE NO.: 408-825-3271
   ADDRESS: 1091 San Felipe RD Hollistert CA 95023

D. APPLICANT AUTHORIZATION

I hereby authorize and consent to the City Manager and the Director of Development Services of the City of Hollister, including their designees, to seek verification of the information contained in this application and any attachments.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

E. TERMS AND CONDITIONS

I hereby certify that I have reviewed the contents of Chapter 5.42 of the City of Hollister Municipal Code and acknowledge, understand, and agree to be bound by its terms and conditions.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

F. FURTHER INFORMATION AND INSPECTIONS

I agree to submit any additional and further information as deemed necessary by the City Manager or the Director of Development Services, including their designees, in order to process this application.

I further agree to permit the City Manager, Director of Development Services, the Hollister Police Department, and their respective designees to conduct inspections, for the purpose of ensuring compliance with local and State laws, of the proposed medical cannabis facility at the discretion of the City, including inspection of:

- Security recordings made by security cameras required by Chapter 5.42 of the Hollister Municipal Code
- Inspect facility for compliance with overall health and safety standards
- Inventory records, files, and financial records for auditing purposes
- Other written records and files pertaining to the proposed medical cannabis facility.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

G. INDEMNIFICATION AND RELEASE

I release the City of Hollister, its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from (a) any repeal or amendment of Chapter 5.42 of the Hollister Municipal Code or any provision of the Zoning Code relating to medical cannabis facilities, and (b) any arrest or prosecution of me, my managers, employees, or members for violation of State or federal laws; and I will defend, indemnify, and hold harmless the City of Hollister and its agents, officers, elected officials, and employees from and against any and all claims or actions: (a) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the subject property contemplated by this application, and (b) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of marijuana produced at the subject property contemplated by this application.

NAME OF APPLICANT: Idris Mohssin

SIGNATURE OF APPLICANT: Idris Mohssin

DATE: 09/23/2025

Cannabis Facility Regulatory Permit Applicant Release Agreement and Affidavit of Acknowledgement

As an applicant for Cannabis Facility, I hereby acknowledge and agree to the following and in addition, as a condition of issuance or renewal of a regulatory permit as required, the City Council may impose such additional terms and conditions on the issuance or renewal of the regulatory permit and the operation of the facility from time to time as the City Council deems appropriate. (Please initial every section that is applicable to the license you are applying for).

TM Copy of the applicant's Articles of Incorporation or Articles of Organization;

TM Copy of the applicant's bylaws or operating agreement;

TM Copy of the applicant's Certificate of Status issued by the California Secretary of State;

TM Copy of the applicant's Entity Status Letter from the California Franchise Tax Board;

TM Copy of the applicant's Board of Equalization Seller's Permit;

TM The applicant's Federal Employer Identification Number;

TM Evidence of the legal right for the applicant to occupy and use the property either a deed or lease for a cannabis facility. In the event that the applicant is not the owner of record of the property, the applicant must provide a notarized statement from the owner of the property acknowledging and consenting to use of the property as a medical cannabis facility by the applicant; and

TM The identification of any individual with a financial interest in the applicant including the address, phone number, email address, description of percentage ownership interest, and copies of government issued identification for each individual;

TM The proposed location is evaluated for conformance with the zoning and sensitive use restrictions contained in Section 5.42.160 of the Municipal Code; which shall include a reliable mapping of the proposed location and distances to all sensitive uses, satellite mapping is preferred;

TM Satisfactory Live Scan conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal C o d e ; and

Government issued identification to determine that each applicant, manager, and employee of the cannabis facility is over eighteen (18) years of age and that no applicant, manager, or employee of the cannabis facility is a licensed physician making patient recommendations for cannabis pursuant to Section 5.42.070 of the Municipal Code.

Applicant and Facility Evaluation

TM Qualifications (including residency) of the applicants, managers, and employees

TM Comprehensive site plan and floor plan of the facility which includes the dimensions of the interior floor plan; location of all exist doors, width of doors and panic hardware; principal uses of the floor area including where non-patients will be permitted, storage areas, retails areas, areas for cash handling and storage and restricted areas.

TM Security plan demonstrating compliance with Chapter 5.42 of the Municipal Code and this Resolution

TM Identification of companies providing security services including the company's named, address, contract information, California Business license and PPO.

TM Identification of a security liaison – name, contact information

TM Identification physical security measures

TM The medical cannabis dispensing procedures, including whether the medical cannabis dispensary will engage in the delivery of medical cannabis or medical cannabis products and the detailed delivery protocols

- Business Plan including financial information, revenue and expense projections, capital investment and operating reserves.
- Community Benefits Plan with a dedicated community liaison. –
- Plan for preference in hiring City of Hollister residents at 200% above the "living wage" for the Federal Poverty Level for a family of two.
- Employee manual, benefits and vacation pay plan
- Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis or medical cannabis products
- Preference for participation in clinical or academic research seeking to understand the efficacy and adverse effects of cannabis as a pharmacological agent.
- Procedures for inventory control including a detailed description of inventory tracking software and procedures
- The odor management plan including detailed description ventilation
- Signage plan
- Cash management policies and procedures
- Policies and procedures for adopting, monitoring, implementing, and enforcing all other requirements of Chapter 5.42 of the Municipal Code
- Proposed development agreement with no less than Five Percent (5%) gross sales with the City

Cannabis Dispensary Operating Requirements

In addition to the operating requirements applicable to cannabis dispensaries contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries shall comply with the following operating requirements:

n/a

- Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to sale, being given away, or donation.
- Prior to sale, being given away, or donation, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed "exit packaging" that are childproof, opaque and is closable if not intended for single use. Opaque container shall mean a container that is constructed or coated in such a manner as to ensure the contents inside is shielded from view. Childproof shall mean any container that meets the standards set forth in Part 1700 of Title 16 of the Code of Federal Regulations.
- A cannabis dispensary shall maintain a limited access area where cannabis and cannabis products are sold, given away, or donated to qualified patients and primary caregivers. A "buzz-in" electronic/mechanical entry system shall be utilized to separate the limited access area from a reception or reception/lobby area. A cannabis dispensary must verify an individual's (a) status as a qualified patient or

primary caregiver and (b) identification via valid government issued identification card before allowing an individual to access the limited access area and purchase or receive cannabis or cannabis products.

A cannabis dispensary shall notify qualified patients and primary caregivers of the following verbally (or by written agreement) and by posting of a sign (or signs) conspicuously within the dispensary: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

"Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

"Patrons must immediately leave the dispensary and not consume cannabis or cannabis products until at home or in an equivalent private location. Staff shall monitor the location and vicinity to ensure compliance."

"The use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

"Forgery of medical documents is a felony crime. Entry into the premises by persons under the age of eighteen (18) is prohibited unless they are a qualified patient and accompanied by a licensed attending physician, parent, or legal guardian."

"CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

n/a

A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

A cannabis dispensary shall facilitate the sale, giving away, or donation of medical cannabis or medical cannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of medical cannabis or medical cannabis products between the dispensary and qualified patient or primary caregiver:

The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.

The type and quantity of medical cannabis or medical cannabis products dispensed and received.

The dollar amount charged by the dispensary and received by the individual dispensing medical cannabis or medical cannabis products on behalf of the dispensary for the medical cannabis or medical cannabis products dispensed and received.

A cannabis dispensary shall not sell, give away, or donate medical cannabis or medical cannabis products to qualified patients or primary caregivers between the hours of 6:00am and 10:00pm.

Any other operating requirement included in the development agreement between the medical cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code.

CANNABIS FACILITIES AND DELIVERY REGULATIONS.

Cannabis Facility Infrastructure and Security Regulations

In addition to the infrastructure and security requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis facilities shall comply with the following infrastructure and security regulations:

- Alarms and closed circuit television. A Police Department-licensed, 24-hour centrally monitored alarm system is required. The system shall automatically notify the Police Department dispatch and allow camera system access for dispatch to relay vital information to responding officers on alarm activations.
- Closed circuit television ("CCTV") video monitoring shall be installed that meets the following criteria: Continuous 24-hour operation and recording with minimum archival period of six months cloud based storage for motion activated movement.
- Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in interior and exterior areas where cannabis or cannabis products is present at any time.
- Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in the immediate exterior areas of doors, windows, or other avenues of potential access. 20 feet on either side and out from every door.
- All CCTV recordings shall be accessible to law or code enforcement officers at all times during operating hours and otherwise upon reasonable request. All CCTV recording systems shall have the capability of producing tapes, DVDs or other removable media of recordings made by the CCTV system, including still photograph images.
- To prevent tampering, the recorder shall be kept in a secure, locked location and all recordings shall be date and time stamped.
- Windows and glass panes shall have vandal-resistant glazing, shatter-resistant film, glass block, or bars installed equipped with latches that may be released quickly from the inside to allow exit in the event of emergency.
- Windows vulnerable to intrusion by a vehicle must be protected by bollards or landscaping grade separation reasonably sufficient to prevent such intrusion.
- Roofs, roof hatches, sky lights, and ceilings: All means of gaining unauthorized access to the roof shall be eliminated. Exterior roof ladders shall be secured with locked ladder covers.
- Roof hatches and skylights shall be secured so as to prevent intrusion.
- Where a cannabis facility is located in a building with other tenants, the cannabis facility shall be secured against unauthorized access from other tenant spaces or common areas, including access through crawl spaces, ceiling spaces, ventilation systems or other access points concealed from the common areas
- Visibility: Medical cannabis or medical cannabis products or graphics depicting medical cannabis or medical cannabis products within the cannabis facility shall not be visible with the naked eye from the perspective of a pedestrian immediately exterior to the property line of the medical cannabis facility.
- Exterior landscaping within 10 feet of a cannabis facility shall be free of locations which could reasonably be considered places where a person could conceal themselves considering natural or artificial illumination.

TM Exterior building lighting and parking area lighting must be of sufficient foot-candles and color rendition, so as to allow the ready identification of any individual committing a crime on site at a distance of no less than forty feet.

TM Fire suppression system: An approved automatic fire sprinkler system, designed in compliance with International Fire Code is required.

TM Entrances, exits, and doors: A cannabis facility shall have a single plainly identified primary entrance/exit site that is visible from public or common areas.

TM Any exit or entrance that is not visible from a public or common area shall be plainly marked as an emergency exit only. Such emergency exits shall be self-closing, self-locking, commercial grade locks equipped with an alarm and not used except in an emergency.

TM Any aluminum door shall be fitted with steel inserts at the lock receptacles.

TM Any outward opening doors shall be fitted with hinge stud kits, welded hinges or set-screw hinge pins.

TM Panic exit hardware shall be "push-bar" design.

TM Double doors shall be fitted with three-point locking hardware and push-bars consistent with fire agency regulations or requirements.

TM All emergency exits shall be solid core doors featuring hinge-pin removable deterrence. Emergency exit doors shall have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards shall be of minimum 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch.

TM All glass doors or doors with glass panes shall have shatter-resistant film affixed to prevent glass breakage.

TM Identification and access badges: Managers and employees of a medical cannabis facility may wear identification badges with photo identification on breakaway style lanyards, at chest height.

TM The identification badges shall the means to access areas of the medical cannabis facility not designed for public access.

TM The identification badge access system shall have a duress feature.

TM The identification badge access system shall have a readily available recorded log for entry/exit time of areas of the medical cannabis facility not designed for public access. The electronic logs must be retained for 90 days.

TM Biometric access system: Entrances to areas of a medical cannabis facility where medical cannabis or medical cannabis products are cultivated, manufactured, processed, stored, tested, or labeled must have biometric scanners for individual unmistakable identifying access.

TM The biometric access system shall have a readily available recorded log for entry/exit time for to the secured areas. The electronic logs must be retained for 90 days.

TM Security personnel: A medical cannabis facility shall utilize adequate security personnel and patrols to ensure the safety of persons and to protect the facility from theft at all times.

All security personnel utilized by the medical cannabis facility shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

Security liaison: A cannabis facility shall provide the City Manager or designee with the name, telephone number, and email address of a security liaison to whom the City can provide notice if there are security problems associated with the medical cannabis facility or refer members of the public who may have any concerns or complaints regarding the security of the medical cannabis facility. Each medical cannabis facility shall also provide the above information to all businesses and residences located within 100-foot radius of the medical cannabis facility.

The security liaison shall be reasonably available to meet with the City Manager, the City's Police Chief, or their designees, regarding any security related measures or and operational issues.

Any other infrastructure and security condition included in the development agreement between the medical cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

All Cannabis Facility General Operating Requirements

In addition to the operating requirements applicable to cannabis facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis facilities shall comply with the following general operating requirements:

A cannabis facility shall post, in a prominent location within the facility, a copy of its cannabis facility regulatory permit and a document that provides (a) the name, telephone number, and address of a person(s) authorized to accept service of process on behalf of the medical cannabis facility, (b) the name, telephone number, and address of the facility's community relations liaison required pursuant to Section 5.42.240 of the Municipal Code, and (c) the name, telephone number and address of the facility's security liaison required pursuant to this Resolution.

There shall be at least one responsible person at the cannabis facility to act as manager and supervise employees at all times during business hours. Such responsible person shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

No recommendations or approvals by a physician to use medical cannabis or medical cannabis products shall be issued at a medical cannabis facility.

All finished cannabis and cannabis products (except for limited amounts of cannabis used for display purposes, samples, or immediate sale) shall be secured and locked in a room, safe, or vault in a manner as to prevent diversion, theft, and loss. No outdoor storage of cannabis or cannabis products is permitted at any time.

A cannabis facility shall utilize an inventory and point-of-sale tracking system to track and report on all aspects of the facility's business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The cannabis facility shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designee.

A cannabis facility shall use weighing or measuring devices that meet standards equivalent to Division 5 of the Business and Professions Code.

All cannabis or cannabis products sold, distributed, tested, or manufactured by cannabis facility shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

Signage and notices: In addition to the requirements otherwise set forth in this section, business identification signage for a medical cannabis facility shall conform to the requirements of the Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.

No signs placed on the premises of a cannabis facility shall obstruct any entrance or exit to the building or any window.

Each entrance to a cannabis facility shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis facility is prohibited.

Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis facility shall advertise by having an individual holding a sign and advertising the business to passersby, whether such person is on the premises of the medical cannabis facility or elsewhere including, but not limited to, the public right-of-way. No "A Frame" style signs allowed in front of business or on curbside.

Signage shall not be directly illuminated, internally or externally, except that the name and address of the business may be illuminated at night.

Odor control: Odor control devices and techniques shall be incorporated in all medical cannabis facilities to ensure that odors from cannabis are mitigated to the maximum extent reasonably possible so as to minimize off-site detection. All cannabis facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is mitigated to the maximum extent reasonably possible so as to minimize off-site detection, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the medical cannabis facility. As such, medical cannabis facilities must install and maintain the following equipment or any other equipment which the City Manager or designee determines is a more effective method or technology: exhaust air filtration system with odor control that prevents internal odors from being emitted externally.

An air system that creates negative air pressure between cannabis facility's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

A cannabis facility shall (i) prohibit loitering by individuals outside the cannabis facility, whether the loitering is occurring immediately outside the cannabis facility or anywhere else on the property or parcel; (ii) on-site consumption of cannabis or alcohol; and (iii) loud car stereos or activities disruptive to the neighboring businesses or residences outside the medical cannabis facility, whether the disruption is occurring immediately outside the cannabis facility or anywhere else on the property or parcel.

A cannabis facility shall notify the City Manager or designee IMMEDIATLY after discovering any of the following: Discrepancies identified during inventory.

Diversion, theft, loss, or any criminal activity involving the medical cannabis business or any agent or employee of the medical cannabis business.

The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the medical cannabis facility.

Any other breach of security.

Agents or employees of the City requesting access to a medical cannabis facility or the records required to be maintained by a medical cannabis facility shall be given unrestricted access.

A medical cannabis facility shall implement and monitor procedures for cash management, security, and storage.

A cannabis facility shall secure worker's compensation insurance covering employees of the medical cannabis facility.

A cannabis facility shall secure general liability insurance with an aggregate limit not less than $1,000,000.00.

Any other operating requirement included in the development agreement between the cannabis facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Cultivation Facility Operating Requirements

In addition to the operating requirements applicable to medical cannabis cultivation facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis cultivation facilities shall comply with the following operating requirements:

A cannabis cultivation facility shall not use pesticides or insecticides prohibited by federal, State, or local law for fertilization or production of edible produce.

A cannabis cultivation facility shall comply with all applicable federal, State, and local laws regarding use and disposal of pesticides and fertilizers.

Until regulatory implementation of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), a cannabis cultivation facility shall send (or make arrangements for a cannabis distribution facility to send) cannabis cultivated by the facility for batch testing to a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to distribution to a medical cannabis dispensary.

Prior to transportation, a cannabis cultivation facility shall package and seal all medical cannabis in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis.

Any other operating requirement included in the development agreement between the cannabis cultivation facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Manufacturing Facility Operating Requirements

In addition to the operating requirements applicable to medical cannabis manufacturing facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis manufacturing facilities shall comply with the following operating requirements:

All cannabis manufacturing facilities must adhere to City of Hollister Building Department Codes as required by the Building Official.

All manufacturers, whether Type 7 or Type S, must adhere to all regulations and requirements set by the California Department of Public Health (California Code of Regulations, Title 17; Division 1, Chapter 13. Manufactured Cannabis Safety.

AM A cannabis manufacturing facility shall only produce, distribute, provide, donate, or sell non-potentially hazardous food, as established by the State Department of Public Health pursuant to Section 114365.35 of the Health and Safety Code.

AM Prior to transportation, a cannabis manufacturing facility shall package and seal all medical cannabis products in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis products.

AM Any other operating requirement included in the development agreement between the medical cannabis manufacturing facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Distribution Facility Operating Requirements

In addition to the operating requirements applicable to cannabis distribution facilities contained in the Hollister Municipal (including but not limited to Chapter 5.42), medical cannabis distribution facilities shall comply with the following operating requirements:

A cannabis distribution facility shall only procure, sell, or transport cannabis or medical cannabis products that are packaged and sealed in tamper-evident packaging that uses a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or cannabis products.

A cannabis distribution facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the cannabis distribution facility to the City Manager or designee.

Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall have a valid California Driver's License.

n/a Individuals authorized to conduct transportation on behalf of the cannabis distribution facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

Individuals transporting cannabis or cannabis products on behalf of the cannabis distribution facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

During transportation, the individual conducting transportation on behalf of the cannabis distribution facility shall maintain a copy of the cannabis distribution facility's medical cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

A cannabis distribution facility shall only transport cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the cannabis or cannabis products during transportation, and (c) capable of being temperature controlled if perishable cannabis or cannabis products are being transported.

Any other operating requirement included in the development agreement between the cannabis distribution facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Operating Requirements for the Transportation of Cannabis or Cannabis Products

In addition to any applicable operating requirements contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis cultivation facilities and cannabis manufacturing facilities may transport cannabis or medical cannabis products produced at the particular facility subject to the following operating requirements:

JM The facility shall maintain a database and provide a list of the individuals and vehicles authorized to conduct transportation on behalf of the facility to the City Manager or designee.

JM Individuals authorized to conduct transportation on behalf of the facility shall have a valid California Driver's License.

JM Individuals authorized to conduct transportation on behalf of the facility shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

JM Individuals transporting cannabis or cannabis products on behalf of the facility shall maintain a physical copy of the transportation request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

JM During transportation, the individual conducting transportation on behalf of the facility shall maintain a copy of the facility's cannabis facility regulatory permit and shall make it available upon request of agents or employees of the City requesting documentation.

JM A facility shall only transport medical cannabis or medical cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, and (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported.

JM Any other operating requirement included in the development agreement between the facility and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Testing Center Operating Requirements

In addition to the operating requirements applicable to cannabis testing centers contained in the Hollister Municipal (including but not limited to Chapter 5.42), cannabis testing centers shall comply with the following operating requirements:

N/A A cannabis testing center shall adopt a standard operating procedure using methods consistent with general requirements established by the International Organization for Standardization, specifically ISO/IEC 17025, to test cannabis and medical cannabis products.

A cannabis testing center shall be accredited by a body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.

A cannabis testing center shall establish standard operating procedures that provide for adequate chain of custody controls for samples transferred to the testing laboratory for testing.

N/A

A cannabis testing center shall destroy the remains of samples of medical cannabis or medical Cannabis product upon completion of analyses.

Any other operating requirement included in the development agreement between the cannabis testing center and the City pursuant to Section 5.42.090 of the Municipal Code.

Cannabis Delivery Operating Requirements

In addition to the operating requirements applicable to delivery (as defined Section 5.42.180 of the Hollister Municipal Code) in contained in the Hollister Municipal Code (including but not limited to Chapter 5.42), cannabis dispensaries (a) permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code and (b) based outside the City of Hollister operating in compliance with Section 5.42.180 of the Hollister Municipal Code may conduct delivery subject to the following operating requirements:

TM Until regulatory implementation of the Medical Cannabis Regulation and Safety Act, a medical cannabis dispensary shall ensure that all cannabis and cannabis products sold, given away, or donated by the dispensary were batch tested by a medical cannabis testing center that maintains operations in full conformance with the State and local regulations prior to delivery.

TM Prior to delivery, a cannabis dispensary shall ensure that all cannabis and cannabis products are packaged and sealed in tamper-evident packaging that includes a unique identifier, such as a batch and lot number or bar code, to identify and track the medical cannabis or medical cannabis products.

TM Upon delivery, a cannabis dispensary shall notify qualified patients and primary caregivers of the following in writing: "The sale or diversion of cannabis without a permit issued by the City of Hollister is a violation of State law and the Hollister Municipal Code."

TM "Use of medical cannabis shall be limited to the patient identified on the doctor's recommendation. Secondary sale, barter, or distribution of medical cannabis or medical cannabis products purchased from [Insert Name of Dispensary] is a crime and can lead to arrest."

"Patrons shall not consume cannabis or medical cannabis products until at home or in an equivalent private location."

TM "The use of medical cannabis or medical cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

"Forgery of documents is a felony crime. Consumption of medical cannabis or cannabis products by persons under the age of eighteen (18) is prohibited unless they are a qualified patient."

TM "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

TM A cannabis dispensary shall maintain a database identifying all qualified patients and primary caregivers that have received medical cannabis or medical cannabis products from the dispensary. The database shall identify each qualified patient's designated primary caregiver (if any), the name of the physician providing the recommendation for medical cannabis, and shall reflect whether the recommendation is written or oral. The database shall also identify the city and county of residence for each qualified patient and his or her primary caregiver.

TM A cannabis dispensary shall facilitate the delivery of cannabis or cannabis products with a technology platform owned by or licensed to the dispensary that uses point-of-sale technology to track and database technology to record and store the following information for each transaction involving the exchange of cannabis or cannabis products between the dispensary and qualified patient or primary caregiver:

- The identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.
- The identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary
- The type and quantity of cannabis or cannabis products delivered and received.
- The dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

JM — A dispensary shall maintain a database and provide a list of the individuals and vehicles authorized to conduct delivery on behalf of the dispensary to the City Manager or designee and the City Police Department.

JM — Individuals authorized to conduct delivery on behalf of the dispensary shall have a valid California Driver's License.

JM Individuals authorized to conduct delivery on behalf of the dispensary shall undergo a Fingerprint-Based Criminal History Records Check conducted by the City Police Department pursuant to Section 5.42.060 of the Municipal Code and shall not have been convicted of an offense listed in Section 5.42.070.7.A of the Municipal Code.

JM Individuals delivering cannabis or cannabis products on behalf of the dispensary shall maintain a physical copy of the delivery request (and/or invoice) and shall make it available upon request of agents or employees of the City requesting documentation.

JM During delivery, the individual conducting delivery on behalf of the dispensary shall maintain a copy of the dispensary's (a) cannabis facility regulatory permit (if permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) City Business license under Title 5 of the Hollister Municipal Code (if based outside the City of Hollister and operating in compliance with Section 5.42.180 of The Hollister Municipal Code) and shall make it available upon request of agents or employees of the City requesting documentation.

JM A dispensary shall only delivery cannabis or cannabis products in a vehicle that is (a) insured at or above the legal requirement in California, (b) capable of securing (locking) the medical cannabis or medical cannabis products during transportation, (c) capable of being temperature controlled if perishable medical cannabis or medical cannabis products are being transported, and (d) does not display advertising or symbols visible from the exterior of the vehicle that suggest the vehicle is used for delivery or affiliated with a dispensary.

JM A dispensary shall facilitate delivery with a technology platform owned by or licensed to the permittee that uses Global Positioning System technology to track and database technology to record and store the following information:

- The time that the individual delivering medical cannabis or medical cannabis products on behalf of the delivery departed the delivery.
- The time that the individual delivering cannabis or cannabis products on behalf of the dispensary completed delivery to the qualified patient or primary caregiver.
- The time that the individual delivering cannabis or cannabis products on behalf of the delivery returned to the delivery.

- The route the individual delivering cannabis or cannabis products on behalf of the delivery traveled between departing and returning to the dispensary to conduct delivery.

- For each individual delivery transaction, the identity of the individual delivering cannabis or cannabis products on behalf of the dispensary.

- For each individual delivery transaction, the vehicle used to deliver medical cannabis or medical cannabis products on behalf of the dispensary.

- For each individual delivery transaction, the identity of the qualified patient or primary caregiver receiving medical cannabis or medical cannabis products from the dispensary.

- For each individual delivery transaction, the type and quantity of cannabis or cannabis products delivered and received.

- For each individual delivery transaction, the dollar amount charged by the dispensary and received by the individual delivering cannabis or cannabis products on behalf of the dispensary for the cannabis or cannabis products delivered and received.

The individual delivering medical cannabis or medical cannabis products on behalf of the dispensary shall personally verify for each individual delivery transaction (a) the identity of the qualified patient or primary caregiver receiving cannabis or cannabis products from the dispensary and (b) the validity of the qualified patient's recommendation from a physician to use cannabis for medical purposes or primary caregiver's status as a primary caregiver for the particular qualified patient.

AM No delivery transactions shall occur in the City of Hollister between the hours of 6:00 a.m. and 10:00 p.m.

AM Any other operating requirement included (a) in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code (if the dispensary is permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) in the City Business license under Title 5 of the Hollister Municipal Code (if the dispensary is based outside the City of Hollister and operating in compliance with Section 5.42.180 of the Hollister Municipal Code).

AM I understand that the City Council or designee may revoke a regulatory permit with cause at any time and;

AM Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

AM Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an application obtaining a certificate of occupancy

AM I understand the applicant and the employees of the cannabis facility may be subject to prosecution under federal laws.

AM I understand the City of Hollister accepts no legal liability in connection with the approval and subsequent operation of the cannabis facility.

AM Cannabis Use Permit/ Development Agreement conditions of approval

No delivery transactions shall occur in the City of Hollister between the hours of 6:00 a.m. and 10:00 p.m.

Any other operating requirement included (a) in the development agreement between the cannabis dispensary and the City pursuant to Section 5.42.090 of the Municipal Code (if the dispensary is permitted by the City of Hollister pursuant to Chapter 5.42 of the Hollister Municipal Code) or (b) in the City Business license under Title 5 of the Hollister Municipal Code (if the dispensary is based outside the City of Hollister and operating in compliance with Section 5.42.180 of the Hollister Municipal Code).

I understand that the City Council or designee may revoke a regulatory permit with cause at any time and;

Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an application obtaining a certificate of occupancy

I understand the applicant and the employees of the cannabis facility may be subject to prosecution under federal laws.

I understand the City of Hollister accepts no legal liability in connection with the approval and subsequent operation of the cannabis facility.

Cannabis Use Permit/ Development Agreement conditions of approval

For the cost to the City of administering the cannabis facilities and operations, fees are due and payable to the City in four (4) equal quarterly installments for cultivation, or actual gross receipts for manufacturing commencing ninety (90) days after the City issues a regulatory permit (for delivery) or certificate of occupancy.

Signature of Applicant Idris Mohsin Date 09/23/2025

Signature of Applicant _____ Date _____

Signature of Applicant _____ Date _____

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Fire-2025-28

AGENDA ITEM: A RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH COMMUNITY TREE SERVICES

DEPARTMENT: Fire
DEPARTMENT HEAD: Jonathan Goulding, Fire Chief
STAFF CONTACT: Charlie Bedolla, Deputy Fire Marshal

RECOMMENDED ACTION: Adopt a resolution authorizing and approving an amendment to the contract with Community Tree Services.

DISCUSSION: On December 4, 2023, the City Council approved a Master Agreement with Community Tree Services by Resolution 2023-243 for mowing, tree trimming, vegetation removal, and herbicide applications along Cienega Road and San Juan Canyon Road, located in unincorporated areas of San Benito County. This work is funded under a Fuels Mitigation Grant awarded to the Hollister Fire Department, which also serves as the fire department for San Benito County.

The scope of work under the agreement has not changed. However, the City did not initiate the work until later than originally anticipated, as part of the implementation of Phase 1 and Phase 2 of the grant-funded project. As a result, Community Tree Services was unable to complete all work by the contract's expiration date. The contractor ultimately completed the work in May 2025.

To finalize payment to the contractor and maintain proper contract compliance, staff recommends extending the contract term. Section 3 of the Master Agreement permits amendments upon mutual written agreement. Accordingly, the proposed amendment extends the term of the Master Agreement through December 31, 2025, with no changes to the scope of work or contract amount.

FISCAL IMPACT: The Master Agreement authorized a not-to-exceed total of $314,656.13. This cost is fully funded through the Fuels Mitigation Grant. No additional fiscal impact is proposed with this amendment.

PREVIOUS COUNCIL OR COMMISSION ACTION: Master Agreement was approved by Resolution No. 2023-243 on December 4, 2023.

CEQA: N/A

ATTACHMENTS:
1. Resolution
2. Community Tree Services – First Amendment
3. Resolution No. 2023-243
4. Community Tree Services – Master Agreement

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH COMMUNITY TREE SERVICES

WHEREAS, the City of Hollister, on behalf of the Hollister Fire Department, which serves San Benito County, previously entered into a Master Agreement dated November 14, 2023, with Community Tree Services for mowing, tree trimming, vegetation removal, and herbicide applications along Cienega Road and San Juan Canyon Road, funded under a Fuels Mitigation Grant; and

WHEREAS, the scope of work under the Master Agreement has not changed, but the City did not initiate the work until later than originally anticipated as part of the implementation of Phase 1 and Phase 2 of the project; and

WHEREAS, Section 3 of the Master Agreement permits the City and the Contractor to amend the terms and conditions of the Master Agreement in writing and upon mutual agreement; and

WHEREAS, pursuant to Section 3 of the Master Agreement, the City and the Contractor desire to amend the agreement to extend the term of the Master Agreement to allow completion of the work and finalization of payment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes:

1. The First Amendment is hereby added to the Master Agreement.

2. Section 3. Term is deleted in its entirety and replaced with the following:

"*3. Term. The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper. The term for performance of the Services shall continue from the Master Agreement beginning date and shall end on December 31, 2025 ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board.*

Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper."

3. Except as herein amended, the Master Agreement dated November 14, 2023, shall remain in full force and effect.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxan Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

FIRST AMENDMENT
TO MASTER AGREEMENT BETWEEN THE CITY OF HOLLISTER AND COMMUNITY TREE SERVICE, LLC

This First Amendment to the General Services Agreement between the City of Hollister and Community Tree Service, LLC is made and entered into this ___ day of _____ 2025, by and between the City of Hollister, California, a municipal corporation ("City"), and Community Tree Service, LLC ("Contractor").

WHEREAS, the City and Contractor have previously entered into an agreement ("Master Agreement") dated November 14, 2023, for mowing, tree trimming, vegetation removal, and herbicide applications (collectively, "Services") along the roadways of Cienega Road and San Juan Canyon Road (collectively, the "Properties");

WHEREAS, Section 3 of the Master Agreement permits the City and the Contractor to amend the terms and conditions of the Master Agreement by writing and upon mutual agreement; and

WHEREAS, pursuant to Section 3 of the Master Agreement, the City and the Contractor desire to amend said Master Agreement to extend the Term of the Master Agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. This First Amendment is added to the Master Agreement.

2. Section 3. Term is hereby deleted in its entirety and replaced with the following:

> "3. Term. The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper. The term for performance of the Services shall continue from the Master Agreement beginning date and shall end on December 31, 2025 ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor

Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper."

3. Except as herein amended, the Master Agreement dated November 14, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to the Master Agreement to be executed on the date first above written.

CITY OF HOLLISTER

BY:_____
Roxanne Stephens, Mayor

APPROVED AS TO FORM:

By:_____
Mary Lerner, City Attorney

COMMUNITY TREE SERVICE, LLC

By: _____
(Signature)

_____
(Typed Name)

{4935-9276-9383 v.2}

RESOLUTION NO. 2023-243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER TO ACCEPT THE PROPOSALS RECEIVED, AWARD A CONTRACT IN THE AMOUNT OF $314,656.13 TO COMMUNITY TREE SERVICES AND AUTHORIZE THE EXECUTION OF A CONTRACT FOR THE SAN BENITO COUNTY FUEL REDUCTION PROJECT

WHEREAS, on August 7, 2023, the City Council authorized staff to solicit proposals for the San Benito County Fuel Reduction Project; and

WHEREAS, on August 29, 2023, staff called for sealed proposals; and

WHEREAS, on October 6th, 2023, four (4) bids were received; and

WHEREAS, the most qualified proposal bid was received from Community Tree Services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister accepts the proposals and awards a contract to Community Tree Services for the bid amount of $314,656.13.

BE IT FURTHER RESOLVED, that the City Council of the City of Hollister authorizes the Mayor to execute a contract with Community Tree Services.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held this 4th day of December 2023, by the following vote:

AYES: Councilmembers Resendiz, Morales, Burns, and Mayor Casey

NOES: None

ABSTAINED: None

ABSENT: Councilmember Perez

Mia Casey, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2023-243 is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on this 4th day of December 2023, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister this 4th day of December 2023.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

CITY OF HOLLISTER
GENERAL SERVICES AGREEMENT

This services agreement ("Agreement") is made and entered into effective **November 14, 2023** (the "Effective Date"), by and between the City of Hollister ("City") and **Community Tree Service, LLC** ("Contractor" and together with City, the "Parties").

1. **Contractor Services.** Contractor agrees to provide the following services to City (collectively, the "Basic Services"): For the **San Benito County Fuels Reduction** project ("Project"), **Mowing, Tree Trimming, and Herbicide Application** (as further described in ***Exhibit A*** to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., "Additional Services") if directed in writing by City to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). "Services" shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Vegetation** professionals specially qualified to provide the services required by the City.

2. **Contractor Qualifications.** Contractor represents and warrants to City that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by City, City shall be under no further obligation to Contractor, monetarily or otherwise, and City may proceed with the work in any manner City deems proper. The term for performance of the Services shall begin on **December 14, 2023** and shall end on **December 31, 2024** ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City's governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by City, City shall be under no further obligation to Contractor, monetarily or otherwise, and City may proceed with the work in any manner City deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, City may terminate this

Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes City to potential liability or may cause an increase in City's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; or (5) a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** City agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by City to Contractor for Services under the Agreement shall not exceed **Three Hundred and Fourteen Thousand, Six Hundred and Fifty Six Dollars and Thirteen Cents ($314,656.13)**, which consists of a lump sum of **Three Hundred and Fourteen Thousand, Six Hundred and Fifty Six Dollars and Thirteen Cents ($314,656.13)**, for performance of the Basic Services, and a not-to-exceed amount of **N/A** Dollars ($ N/A) for performance of any Additional Services. City agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that City reasonably requests. City agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that City reasonably requests. Contractor shall not submit its invoices to City more frequently than monthly.

5.1 **Reimbursement for Certain Expenses**. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless City and its agents, representatives, officers, consultants, employees, and City Council (collectively, the "City Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent

with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, City shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by City. Furthermore, City may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to City and subject to City's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **$2,000,000** each occurrence and **$4,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **$1,000,000** each occurrence and **$2,000,000** in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by City. All insurance policies shall include an endorsement stating that City and City Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City. If such a notice is not given or even if City receives a notice, City may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against City and/or the City Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of City in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for City, which are outside the usual course of City's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of City, and are not entitled to benefits of any kind or nature normally provided to employees of City and/or to which City's employees are normally entitled.

10. **Taxes.** All payments made by City to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. City will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Confidential Information.** All City information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by City, or required by law.

12. **Designation of Key Personnel.** The individuals specified in the attached ***Exhibit B*** shall provide the services set forth herein and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on this project without first obtaining the written approval of the City Manager.

13. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

14. **Conflict of Interest.** Contractor warrants that neither Contractor, nor any of its employees, agents or subcontractors, has an actual or potential conflict of interest with the City in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

15. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the City Council, City shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all the Services contemplated herein, or such portions or phases as may be directed by the City. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the City Council.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Benito subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Contractor agrees that it shall comply with all legal requirements

for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

23. **Liability of City.** Notwithstanding anything stated herein to the contrary, City shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. **Time.** Time is of the essence for performance of the Services under this Agreement.

25. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

26. **Reports**. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to City for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the City for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the City with a complete set of Documents, and will retain, on the City's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to City any original documents it has retained under this Agreement upon request by the City.

28. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the City is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to

Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the City in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

29. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30 **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

31. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. **Warranty of Authority**. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

34. **Mediation**. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

35. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the City's versions of these forms, which the City shall make available upon request.

* * * * * * * * * * * * * * * * * * * *

CITY OF HOLLISTER

By: Mia Casey
Name: Mia Casey
Title: Mayor

Address for City Notices:

CONTRACTOR:

Community Tree Service, LLC

By:
Name: Alex Craig
Title: Executive Contract Specialist

Address for Contractor Notices:

416 Salinas Rd.
Royal Oaks, CA 95076

EXHIBIT A

Scope of Services

Mowing, removal of vegetation, and weed killer application along the roadways of Cienega Rd. and San Juan Canyon Rd., approximately 10 feet from the side of the road.

From November 6, 2023, to December 31, 2024, the following clearances are to be done:

o San Juan Canyon (14 miles)

o Clearance of roadside- remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)

o Cut material would be wood chipped and spread ("cut and lay")

o Cienega Road (10 miles)

o Clearance of roadside- remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)

o Cut material would be wood chipped and spread ("cut and lay")

The above fuel reduction activities must be conducted two times, once between November 6, 2023 and June 30, 2024, and the second time between July 1, 2024 and December 31, 2024.

EXHIBIT B

PROJECT STAFF

NAME	TITLE	HOURLY RATE
Ivan Garcia	Project Supervisor/ Equipment Operator	$48.50 (+ Benefits)
TBD	Landscape Maintenance Laborer	≥ $23.58
TBD	Tree Trimmer	≥ $61.93
TBD	Trimmer Trainee Start	≥ $45.37
TBD	Trimmer Trainee: 6-12	≥ $50.89
TBD	Trimmer Trainee: 12+	≥ $56.42
TBD	Ground Person Start	≥ $35.24
TBD	Ground Person 6+	≥ $38.11

*Rates given are paid to employees of CTS, including all benefits. Not bill rates for this project.

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Fire-2025-29

AGENDA ITEM: A RESOLUTION APPROVING THE USE OF COOPERATIVE PURCHASING FOR A TRACTOR WITH MOWING EQUIPMENT

DEPARTMENT: Fire
DEPARTMENT HEAD: Jonathan Goulding, Fire Chief
STAFF CONTACT: Charlie Bedolla, Deputy Fire Marshal

RECOMMENDED ACTION: Adopt a resolution approving the use of cooperative purchasing for a Tiger Bengal Series Mid-Mount Boom Mower with 50'' Rotary Swivel Head on a new John Deere 6M105 Tractor, to be purchased on behalf of San Benito County per the terms of the grant.

DISCUSSION: The City of Hollister was awarded a grant in the amount up to $675,971.00 for Fuel Mitigation in San Benito County along San Juan Canyon and Cienega Roads. The grant consisted of three phases as follows:

- Phase 1: Year 1 - Fuel Mitigation at San Juan Canyon Road (14mi) and Cienega (10 mi). Clearance of Roadside, cut materials, and harden and create defensible space hear and around homes to reduce and mitigate hazards and wildfire – **Completed**
- Phase 2: Year 2 - Fuel Mitigation at San Juan Canyon Road (14mi) and Cienega (10 mi). Clearance of Roadside, cut materials, and harden and create defensible space hear and around homes to reduce and mitigate hazards and wildfire – **Completed**
- Phase 3: Year 3 - Purchase Equipment to continue mitigation work in partnership with San Benito County Personnel

As the City enters Phase 3, staff has identified the Tiger Bengal Series Mid-Mount Boom Mower with a 50" Rotary Swivel Head on a John Deere 6M105 Tractor as the appropriate equipment to support San Benito County's ongoing fuel mitigation responsibilities under this grant.

Sourcewell, a cooperative purchasing agency, allows government entities to procure equipment at competitive prices. As a member of Sourcewell, the City of Hollister is able to simplify and expedite this procurement process on behalf of San Benito County.

FISCAL IMPACT: The cost of the equipment is $238,807.00. Per the terms of the grant, this expense will be reimbursed. The expenditure is included in the FY 2025–26 budget.

PREVIOUS COUNCIL OR COMMISSION ACTION: N/A

CEQA: N/A

ATTACHMENTS:

1. Resolution
2. Fuels Reduction Grant
3. Sourcewell Contract

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER APPROVING THE USE OF COOPERATIVE PURCHASING FOR A TIGER BENGAL SERIES MID-MOUNT BOOM MOWER WITH 50" ROTARY SWIVEL HEAD ON A NEW JOHN DEERE 6M105 TRACTOR, TO BE PURCHASED ON BEHALF OF SAN BENITO COUNTY PER THE TERMS OF THE GRANT.

WHEREAS, the City of Hollister has received a grant that authorizes the purchase of equipment to continue fuel mitigation work along San Juan Canyon Road and Cienega Road in San Benito County; and

WHEREAS, the grant is structured in three phases, with Phase 3 specifically authorizing the purchase of equipment on behalf of San Benito County to support ongoing fuel mitigation efforts; and

WHEREAS, staff has identified the Tiger Bengal Series Mid-Mount Boom Mower with 50" Rotary Swivel Head on a new John Deere 6M105 Tractor as the equipment needed by San Benito County to continue this work; and

WHEREAS, Sourcewell is a cooperative purchasing agency that provides government entities with access to competitively bid contracts; and

WHEREAS, the City of Hollister is a member of Sourcewell and eligible to utilize its cooperative purchasing process; and

WHEREAS, $250,000.00 has been budgeted in the Fiscal Year 2025/26 budget for this purchase, which will be reimbursed per the grant terms.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes:

1. The City Council hereby approves the use of cooperative purchasing through Sourcewell for the acquisition of a Tiger Bengal Series Mid-Mount Boom Mower with 50" Rotary Swivel Head on a new John Deere 6M105 Tractor, to be purchased on behalf of San Benito County pursuant to the grant requirements.

2. The City Manager is authorized to execute any and all documents necessary to complete the purchase in accordance with the grant.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxan Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

September 19, 2022

Carlos Bedolla
City of Hollister
110 5th Street
Hollister, CA 95023

5GG21118; City of Hollister, "San Benito County Fuels Reduction"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Tim Montgomery at (831) 601-6547 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Satoshi Okuno at Satoshi.Okuno@fire.ca.gov no later than **October 19, 2022**.

   Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
   CAL FIRE
   Attn: Grants Management Unit/FP Grants
   P.O. Box 944246
   Sacramento, CA 94244-2460

   In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

   In addition, the following completed documents are required before we can execute your agreement:
   - **Signed Board Resolution**

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Satoshi Okuno
Grants Analyst
Grants Management Unit

CC: Tim Montgomery
Southern Region Grants
Tiffany Kelly

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: **City of Hollister**

PROJECT TITLE: **San Benito County Fuels Reduction**

GRANT AGREEMENT: **5GG21118**

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: This project will conduct wildfire fuel hazards reduction of at-risk areas in San Benito County. The project will create fuel breaks by removing dead trees, brush, and vegetation along 14 miles of San Juan Canyon Road and 10 miles of Cienega Road. The project zone is approximately 7,000 acres with 217 affected addresses.

Total State Grant not to exceed **$ 675,971.00** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

City of Hollister	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By Carlos Bedolla Jr (Digitally signed by Carlos Bedolla Jr DN: cn=Carlos Bedolla Jr, o=Hollister Fire Department, ou=Fire Department, email=charlie.bedolla@hollister.ca.gov, c=US Date: 2022.10.06 09:24:10 -07'00')	By
Signature of Authorized Representative	
Title FIRE MARSHAL	Title: **Daniel Berlant, Deputy Director**
Date 10/06/22	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER **5GG21118**	PO ID	SUPPLIER ID 0000011722
FUND **3228**	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING **$ 675,971.00**
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE **$ 675,971.00**
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96190	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer — Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, City of Hollister, hereinafter referred to as "GRANTEE".

2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Six Hundred Seventy Five Thousand, Nine Hundred Seventy One Dollars (**$675,971.00**).

3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.

   a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022

   b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits

   c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.

2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

a. The term "Agreement" means grant agreement number 5GG21118.

b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.

c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.

d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.

e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).

f. The term "Project" means the development or other activity described in the "Project Scope of Work".

g. The term "Project Budget Detail" as used herein defines the approved budget plan.

h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of Hollister
Section/Unit: BEU – San Benito-Monterey Unit	Section/Unit: N/A
Attention: Tim Montgomery	Attention: Charlie Bedolla
Mailing Address: 2221 Garden Road Monterey, CA 93940	Mailing Address: 110 5th Street Hollister, CA 95023
Phone Number: (831) 601-6547	Phone Number: (831) 636-4325 Secondary: (831) 801-5438
Email Address: timothy.montgomery@fire.ca.gov	Email Address: charlie.bedolla@hollister.ca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.

e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.

g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.

d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.

e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.

f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.

i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.

- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
- GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement

with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

   a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

   b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.

   c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

   a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.

   b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

   c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

   d. GRANTEE shall use any generally accepted accounting system.

8. Research

a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:

i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.

b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.

d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.

e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.

b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.

2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.

3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.

4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.

5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

   "Funding for this project provided by the California Department of Forestry and Fire Protection's Fire Prevention Program as part of the California Climate Investments Program."

   A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

   Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

   "San Benito County Fuels Reduction, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2021-22 Funding Opportunity

Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 California Climate Investments (CCI) Grant Guidelines on the Fire Prevention Grants Web Page. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to $120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.
Please note: Items marked in red are required.

1. **Project Tracking #:** 21-FP-BEU-0054

   Project Name/Title: SAN BENITO COUNTY FUELS REDUCTION

   County: San Benito

   CAL FIRE Unit/Contract County: BEU - San Benito-Monterey Unit

   (Please use this 3-letter Unit Identifier for file naming. See item 14.)

   CalMAPPER ID:

   (If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required.**)

2. **Organization Type:** City If Other, please specify: County Fire Services

   If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ■ No

3. **Sponsoring Organization:** City of Hollister

   Project Manager Title: Fire Marshal

   First Name: Carlos Last Name: Bedolla

   Address Line 1: 110 5th Street

   Address Line 2:

   City: Hollister State: California Zip Code: 95023

   Phone Number: (831) 636-4325 Secondary Phone Number: (831) 801-5438

   Email Address: charlie.bedolla@hollister.ca.gov Fax Number: (831) 636-4329

4. **For which primary activity is funding being requested?** Hazardous Fuels Reduction

5. **Project Completion Date:**

   If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

   ☐ **If checked**, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

   THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of Communities at Risk on the Office of the State Fire Marshal web page.

   ■ Yes

   ☐ No

   Number of Communities in the project area: 1

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on Priority Population Investments on the California Air Resources Board web page.

   ☐ Yes

   ■ No

   If Yes, select all that applies:

   ☐ Disadvantaged

   ☐ Low Income

   ☐ Both

   ☐ Buffer Zone

9. **Federal Responsibility Area**: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

☐ Yes
☑ No

If Yes, please select all that apply:

☐ Good Neighbor Authority
☐ National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

☐ Yes
☑ No

If yes, how many acres?

10. **Project Area Statistics**: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	9.00		50.00
Treatment Influence Zone (TIZ)	9.00		50.00

11. **Project Budget:** Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested ($)	675,971.00

12. **CEQA Compliance**: Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

    Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

    Not Applicable

    Document Identification Number:

13. Have you applied for or received any other CAL FIRE Grants for this project?

    ☐ Yes

    ☒ No

    If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

14. Application Submission:

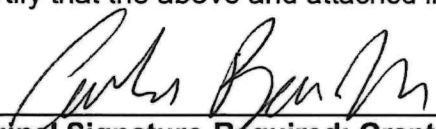
Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application ***will be rejected***.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

	Attachments	File Name
☑	Application Form (.pdf)	21-FP-BEU-0054-Application.pdf
☑	Scope of Work (.doc)	21-FP-BEU-0054-SOW.doc
☑	Project Budget (.xls)	21-FP-BEU-0054-Budget.xls
☑	Project Map (.pdf)	21-FP-BEU-0054-MAP.pdf
☐	Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-FP-BEU-0054-AOI.pdf
☑	Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative

02/08/2022

Date Signed

CARLOS BEDOLLA

Printed Name

FIRE MARSHAL

Title

Executed on: 02/08/2022 **Date** at HOLLISTER **City**

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work

Project Name: SAN BENITO COUNTY FUELS REDUCTION

Project Tracking Number: 21-FP-BEU-0054

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please ***answer one section of questions*** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

   This project is to conduct wildfire fuel hazards reduction of at-risk areas of San Benito County, San Juan Bautista one community as being on the *Community at Risk* identified list on the Office of the State Fire Marshal website. The Hollister Fire Department has been in contract with San Benito County for fire protection services, which encompasses 1,400 sq mi. Fuel hazards to the county is another vital component to the fire contract in providing these services to all affected communities who are at-risk for wildfires.

   The focused areas of this project include Cienega Road on the South end, and San Juan Canyon Road on the West end of the County of San Benito. These focused areas include visitors to the counties communities, which include tourism to local businesses, Agriculture (Wine Industry/Cattle Industry, State Parks, and also included - local communities, residents, and schools.

   - San Juan Canyon Road
     - San Juan Canyon Road (10 mi of community – 421 The Alameda, SJB – Fremont Peak State Park, SJB)
   - Cienega Road
     - Cienega Road (14 mi of community – 17610 Cienega Road through the intersection of Cienega Road and Monte Cristo Court)

2. Describe the goals, objectives, and expected outcomes of the project.

   The goals, objectives and expected outcomes of this project are for targeted high-hazard areas to identified county communities as follows:

   1. Objective Phase 1 – Project Year 1–
      - San Juan Canyon Rd (14 mi) - Cienega Rd (10 mi)
        - Clearance of Roadside - Remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)
        - Cut material would be chipped and spread ("Cut and Lay")
      - Community education (project areas and entire county) – harden and create defensible space near and around homes to reduce and mitigate hazards and wildfires

   2. Objective Phase 2 – Project Year 2 –
      - San Juan Canyon Rd (14 mi) - Cienega Rd (10 mi)
        - Clearance of Roadside - Remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)
        - Cut material with be chipped and spread ("Cut and Lay")
      - Community education (project areas and entire county) – harden and create defensible space near and around homes to reduce and mitigate hazards and wildfires

   3. Objective Phase 3 – 3rd Year and beyond
      - San Benito County to continue project areas with equipment
        - Equipment – Tiger Bengel Tractor
          - County Personnel to be utilized

4. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.

   Both roadways are heavily traveled and adding the fuel breaks will help mitigate and delay and/or even stop any roadside starts accidental ignition due to vehicle or occupant carelessness/discarded cigarette buds.

5. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not ted to, domestic and municipal water supplies, power lines, communication facilities and community centers.

Additional assets at risk of a wildfire that benefit from the proposed projects include, but not limited to:

- Communities – Ashford Highlands, Hidden Valley, San Juan Canyon, Cienega Rd
- Wine Industry
- Cattle Industry
- Agriculture
- State Parks –
    - Hollister Hills State Vehicular Recreation Area
    - Fremont Peak State Park
- Thousand Trails
    - San Benito RV and Camping Resort
- Cienega School
- Fire escape routes – San Juan Canyon Road
- PG&E major power transmissions towers and electrical lines
- KSBW (local news broadcasting outlet) - Antenna
- Emergency Services – County Communications
    - Public Safety Repeaters and Antennas for the region –
        - Located at School Peak (San Juan Canyon Road)

6. How will the project/activity utilize the left-over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

    - All cut materials will be chipped and spread - "cut and lay" over the project area roadsides.

Section 2: Wildfire Prevention Planning

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.

2. Describe how the project will assess the risks to residents, structures and prioritize projects to reduce this risk over time.

3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?

4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.

5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Wildfire Prevention Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures.

2. Describe the target audience of the education program and how information will be distributed to this audience.

3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?

4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures for wildfire.

5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project: Hazardous Fuels Reduction, Wildfire Prevention Planning or Wildfire Prevention Education. (Please type in blank space below. Please note there is no space limitations).

B. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

   One location that has been identified for this project is at the West end of San Benito County, in and around the City of San Juan Bautista community, a *Community at Risk* as identified on the list by the Office of the State Fire Marshal website and has been identified as a high fire hazard severity zone.

   Second location has been identified for this project is on the South end of the county. The highly visited Hollister Hills State Vehicular Area, with 6,800 acres (11 sq mi), and with a Climate Type *Forest*, it is critical to reduce as many wildfire fuels as necessary in and along the Cienega Road corridor and create defensible spaces.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire. (Please type in blank space below. Please note there is no space limitations).

   - Geographic Information Systems (GIS) of San Benito County was utilized in determining the number of affected addresses to residents and businesses.

     - San Juan Canyon Road
       - 72 affected addresses

        - Fremont Peak State Park - 159 acres

    - Cienega Road
        - 145 affected addresses
        - Hollister Hills State Vehicular Recreation Area - 6,800 acres

C. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

    - There are no matching funds for this project.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives, and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

    - Press releases – local media, local Nixel alerts
    - Social Media
    - Informational Banners
    - Direct notices sent to property owners/caretakers
    - Direct notices to Real Estate Companies/Businesses
    - Real Estate Offices - Seminars/Workshops
    - San Benito Fire Safe Council

3. Describe any plans to maintain the project after the grant period has ended.

    - Yes, the County of San Benito will work to maintain the project corridors and the space surrounding the communities.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).

    - Yes, the City of Hollister will work with organizations to ensure that project areas will continue to have the proper landscaping and maintenance.

        - San Benito County
        - San Benito Fire Safe Council
        - Cal Fire
        - City of San Juan Bautista

D. Project Implementation

- Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
    - For the biggest impact for removal of vegetation to the identified areas, work would be begin and end – September/October - February

- Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.
    - Yes, this project will be completed on the dates as noted –
        i. Completion date of project – March 15, 2026

- Using bullets, list the milestones that will be used to measure the progress of the project.
    - Create an MOU contract – signed by contractor
    - Year 1 – Spraying and Mowing the two project sites – San Juan Canyon Road/Cienega Road. Reduce overgrown vegetation within each roadway – 10 feet +/- on each side
        i. Each site will be documented prior/post project (pictures/images)
    - Year 2 – Spraying and Mowing the two project sites – San Juan Canyon Road/Cienega Road. Reduce overgrown vegetation within each roadway – 10 feet +/- on each side
        i. Each site will be documented prior/post project (pictures/images)
    - Year 3 – Document dates of all mailings, workshops, and seminars of *"Home hardening and defensible space"* notifications

- Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project's success.
    - Project Year 1 and 2 –
        i. Remove debris and create an effective fuel reduction by clearing both side of the roadways – San Juan Canyon Road/Cienega Road – back 10 feet +/-
        ii. Project Year 3 –

Continue to remove debris as needed – tractor equipment request would assist with these areas

- If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

    - The City of Hollister (grantee) will comply will all requirements set forth by the California Environmental Quality Act (CEQA). The CEQA requirement will be developed in accordance to the grant.

- Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?
  (Please type in blank space below. Please note there is no space limitations).

    - No, there are no known existing forest or land management plans.

E. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

    - The City of Hollister has a yearly weed abatement program to reduce the fire hazard and other noxious and dangerous aspects of weeds growing on public and private property for the entire county. This program inspects open vacant lots that require mitigation to help reduce the spread of wildfires within our community. The program begins with identifying lots, notifying property owners, and mitigating open lots as necessary with a contracted discing company.

    - Hollister Fire Department managed a shaded fuel break project up on San Juan Canyon Road with the San Benito Fire Safe Council.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
   (Please type in blank space below. Please note there is no space limitations).

- The City of Hollister is the legal grant recipient on behalf of the County of San Benito. The City of Hollister provides the fiscal and administrative functions for all external grant funds.

    - Hollister Fire Department
      Attn: Delia Ramon
      110 5th Street, Hollister, CA 95023
      (831) 636-4325 x 1511

F. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget. (Please type in blank space below. Please note there is no space limitations).

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

   The grant funds will be used to hire a professional contractor for years 1 and 2 of the grants. Requested equipment would be utilized by the county to maintain and mitigate fuel hazards and continue to maintain and perform the work for the two project areas with trained county personnel in project year 3 and beyond.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

   Yes, the costs are reasonable for the two proposed project sites and geographic areas.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

   Yes, the project is appropriate to achieve the stated goals and objectives along with the necessary time frame to achieve completing the entire project.

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

The budget includes funds to contract experienced contractors to mitigate and reduce fuels hazards as requested in the grant.

Contractual: $360,331

- Project area – San Juan Canyon Road
  - CEQA
  - 20 miles of road, 35 acres
  - Spraying and mowing
  - Traffic Control
  - Move-in, move-out
  - $161,000

- Project area – Cienega Road
  - CEQA
  - 29 miles of road, 24 acres
  - Spraying and mowing
  - Traffic Control
  - Move-in, move-out
  - $168,731

Total number of acres – 59

- CEQA will be requested immediately to conduct their review

  Any active CEQA related documents will be researched for the San Juan Canyon Road area or will be updated as needed.
  Cal Fire may be utilized for CEQA requirements for the Cienega Road Project.

  CEQA – San Juan Canyon Road - $15,300
  CEQA – Cienega Road - $15,300

Equipment: $250,000

Equipment staging will be determined along each project area –

- San Juan Canyon Road -
- Cienega Road –

Project Equipment – Tiger Bengel Boom Mower System - $250,000

This equipment will allow San Benito County to continue fuel reduction efforts for at-risk areas of the county and will part of the counties Strategic Plan. Roadside drainage areas are historically difficult to maintain with the counties existing equipment and are a direct threat to numerous residential properties. The

equipment will be provided to the county to continue fuels reduction and will utilize their Resource Management Agency employees.

Other Costs: $20,000

Community awareness and education for the entire county will consist of the 1st and 2nd year of the project – workshops, mailers, education resources – Cost - $10,000

The objectives outlined include reducing the fuel hazards that are along the project corridors (10 feet +/-). These corridors are highly traversed with local residents, businesses, and county visitors.

Indirect Costs: $45,640

12% for administrative, accounting, budgeting, business services, information technology, invoicing.

G. California Climate Investments

The space provided here is to allow a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions. (Please type in blank space below. Please note there is no space limitations).

1. How will the project/activity reduce Greenhouse Gas emissions?

    - Reducing the fuel loads that can cause wildfires, can reduce the fires that may cause releases of Greenhouse Gas emissions if burned.

      Our goal is to help prevent or slowdown the roadside starts to keep fire localized from intentional/unintentional roadside starts.

Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

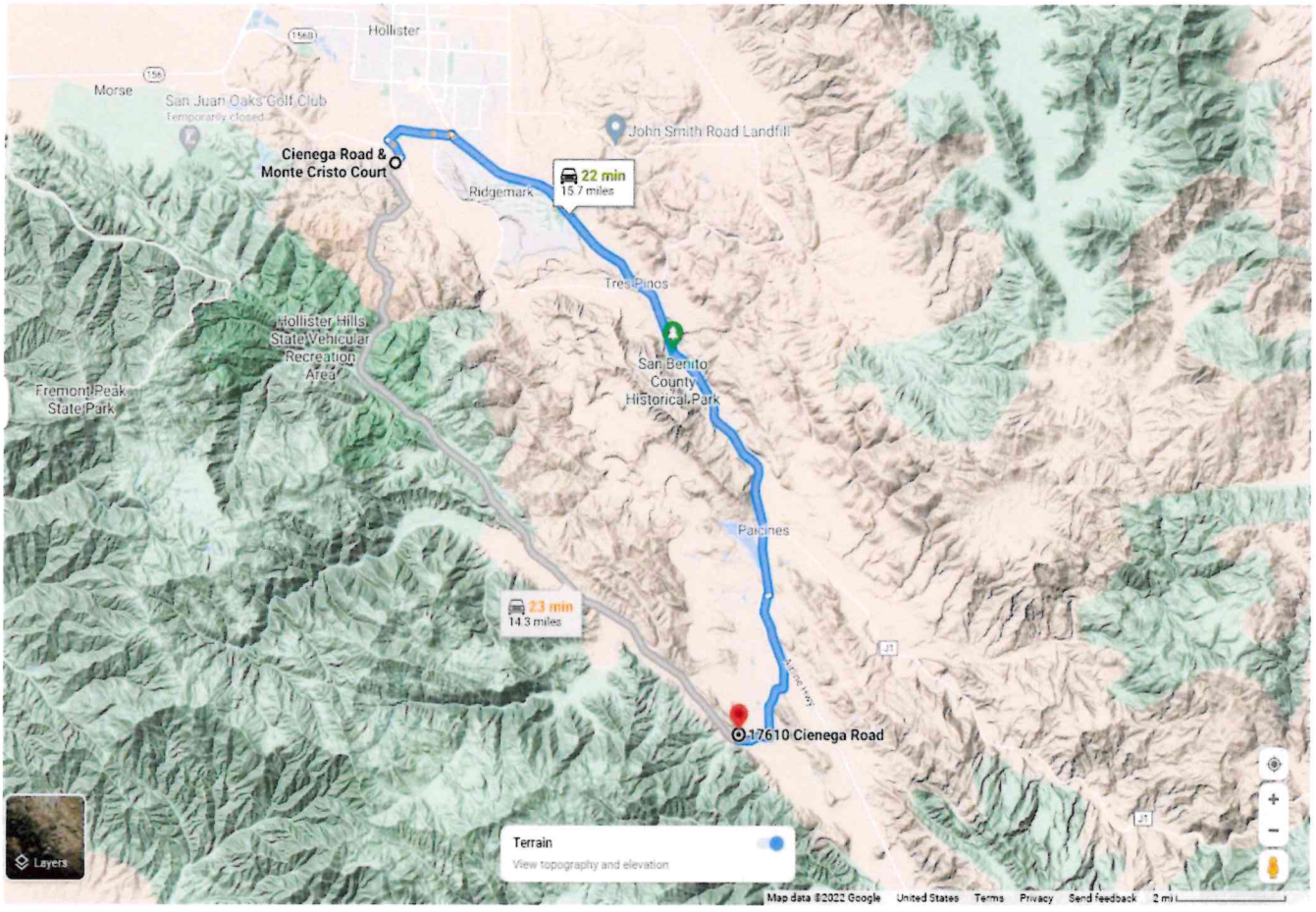
This Agreement is not assignable by GRANTEE either in whole or in part.

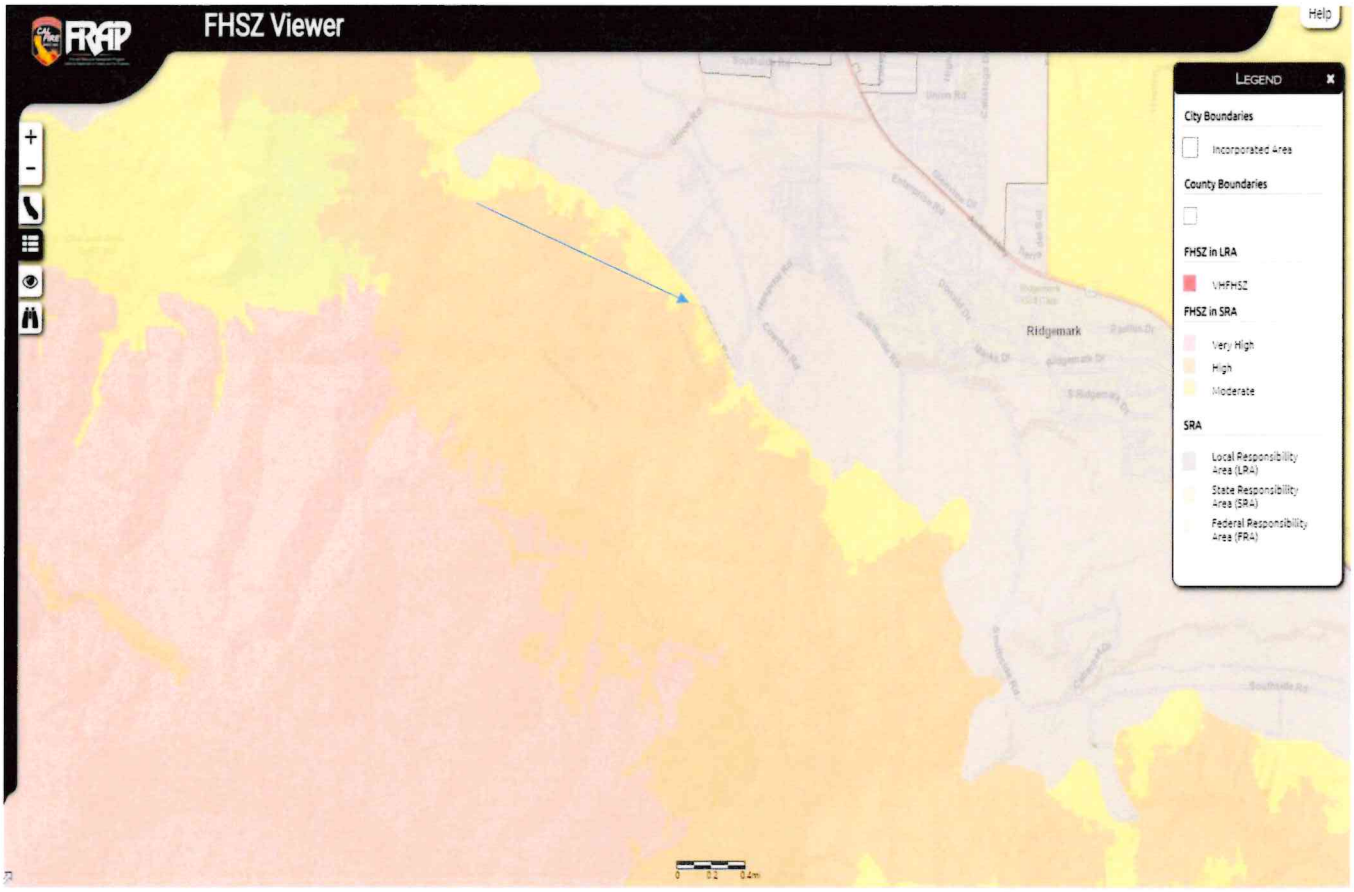
Tracking #: 21-FP-BEU-0054

Project Name: San Benito County Fuels Reduction

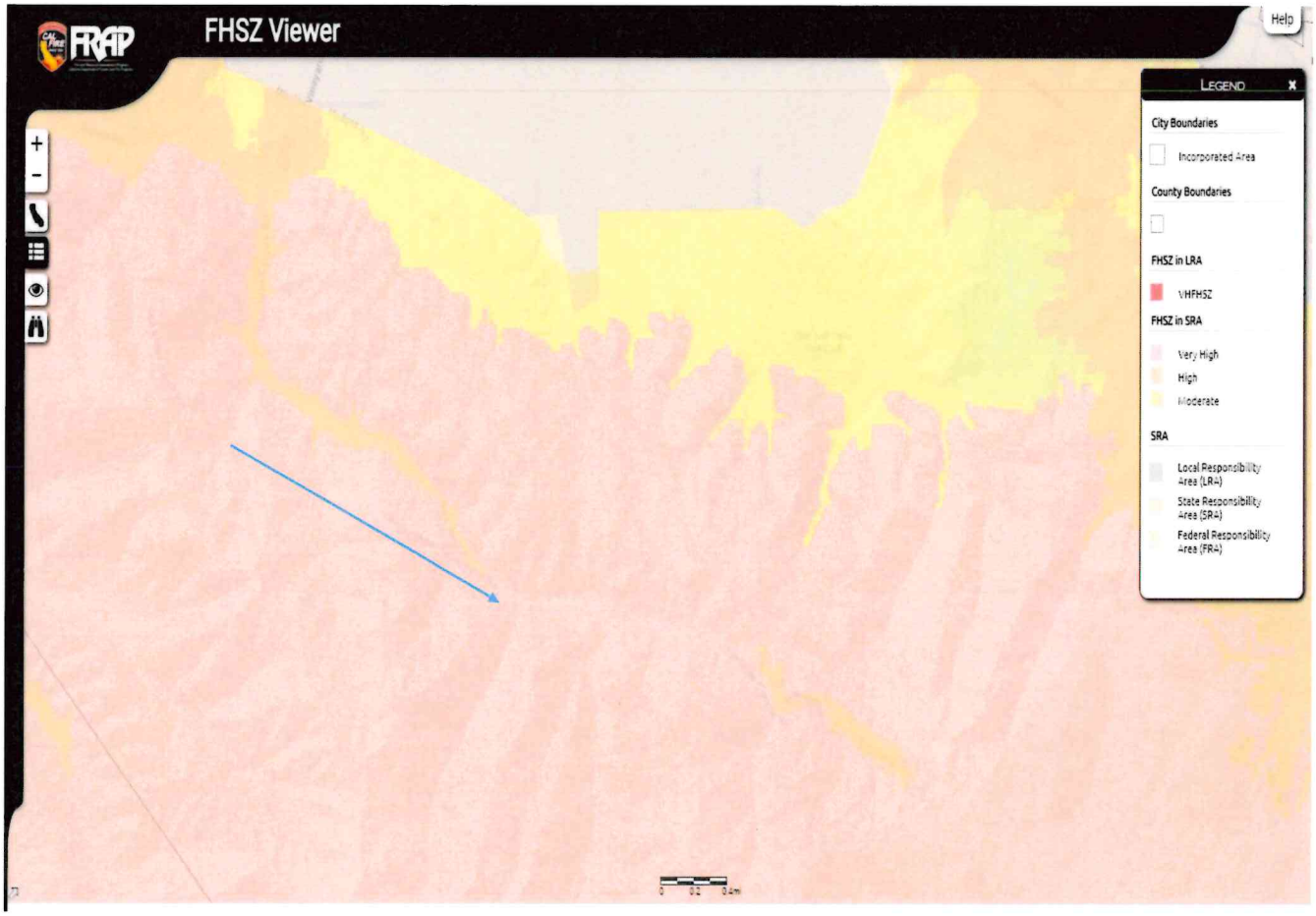
Project Budget

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source ($)			Total ($)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Salaries and Wages:							$ -	$ -	$ -	$ -
B. Employee Benefits											
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Employee Benefits:							$ -	$ -	$ -	$ -
C. Contractual											
	SAN JUAN CANYON (20mi)	35	Acres	$ 4,600	100%	0%	0%	$ 161,000	$ -	$ -	$ 161,000
	CIENEGA RD (29 mi)	24	Acres	$ 7,030	100%	0%	0%	$ 168,731	$ -	$ -	$ 168,731
	CEQA review - San Juan Canyon I	1	Acres	$ 15,300	100%	0%	0%	$ 15,300	$ -	$ -	$ 15,300
	CEQA review - Cienega Road	1	Acres	$ 15,300	100%	0%	0%	$ 15,300	$ -	$ -	$ 15,300
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Contractual:							$ 360,331	$ -	$ -	$ 360,331
D. Travel & Per Diem:											
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Days	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Travel & Per Diem:							$ -	$ -	$ -	$ -
E. Supplies											
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Supplies:							$ -	$ -	$ -	$ -
F. Equipment											
	Tiger Bengel Boom Mower Syste	1	Each	$ 250,000	100%	0%	0%	$ 250,000	$ -	$ -	$ 250,000
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Equipment:							$ 250,000	$ -	$ -	$ 250,000
G. Other Costs											
	Education Materials/Workshops	2	Each	$ 10,000	100%	0%	0%	$ 20,000	$ -	$ -	$ 20,000
	for entire county	0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
	Sub-Total Other Costs							$ 20,000	$ -	$ -	$ 20,000
Total Direct Costs								**$ 630,331**	**$ -**	**$ -**	**$ 630,331**
Indirect Costs (Exclude Equipment)							12%	$ 45,640			$ 45,640
Total Project Costs								**$ 675,971**	**$ -**	**$ -**	**$ 675,971**
Less Program Income								$ -			$ -
Total Grant Proposed Costs								**$ 675,971**	**$ -**	**$ -**	**$ 675,971**


Hollister
Morse
San Juan Oaks Golf Club
Temporarily closed
Cienega Road &
Monte Cristo Court
John Smith Road Landfill
22 min
15.7 miles
Ridgemark
Tres Pinos
Hollister Hills
State Vehicular
Recreation
Area
Fremont Peak
State Park
San Benito
County
Historical Park
Paicines
23 min
14.3 miles
17610 Cienega Road
Terrain
View topography and elevation
Layers
Map data ©2022 Google
United States
Terms
Privacy
Send feedback



Cienega Road 1



San Juan Canyon Road

421 The Alameda
San Juan Bautista
Juan Bautista De Anza Historic Trailhead
Morse
Grillin & Chillin Roadhouse
San Benito High School
TAG Paintball
Pacific Scientific
San Juan Oaks Golf Club
Temporarily closed
26 min
10.7 miles
San Juan de Anza historic trail terminus
Mudstone Ranch
Hollister Hills State Vehicular Recreation Area
Fremont Peak State Park
Vineyard School
Layers
Terrain
View topography and elevation

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

September 23, 2025

Hollister Fire Department
110 Fifth Street
Hollister, CA 95023

Sourcewell Account # 29769
Tel: 831-601-6507
sabrina.bracken@hollister.ca.gov

Attention: Sabrina Bracken

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program (Contract No. 070821-TGR) for one (1) Tiger Bengal Series Mid Mount Boom Mower with 50" Rotary Swivel Head on a new John Deere 6M105 tractor for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Hollister, CA	$218,581.00
	9.25% Estimated Sales Tax	20,219.00
	CA Tire Fee (4 @ $1.75 Each)	7.00
	Total	$238,807.00

- **Department's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder:** Tiger Mowers, LLC 3301 North Louise Avenue Sioux Falls, SD 57107
  Contact: Dave Burkhart (605) 731-0447
  Email: orders@tigermowers.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the Tiger products.
- Pricing includes delivery and on-site training.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 30 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
President

Enclosure

PRICE LIST A **SOURCEWELL QUOTE SHEET** **1-Nov-2024**

Bill To:	Hollister Fire Department 110 Fifth Street- Hollister, CA 95023		
Ship to:	Hollister Fire Department 110 Fifth Street- Hollister, CA 95023		
End User	Hollister Fire Department -- Sourcewell Account # 29769		
End User Contact	Sabrina Bracken 831-601-6507 sabrina.bracken@hollister.ca.gov		
Quote#	Charlie Bedolla	PO#	
Dealer Contact	MME-HFD-10232024 SW UPDATED	Order Date:	
DLR Phone / Fax	Adam	Quote Date:	6/24/2024 UPDATED 9/23/2025
Dealer Email		Requested ship date:	
		Sourcewell Contract #	032525-AGI
Shipping Instructio			

Please direct questions to:

Ph: 800-843-6849 EXT 3
email all quotes in excel format
to:orders@tigermowers

BENGAL SERIES

(Boom Reach from 17.5' to 26.3')

HOW TO ORDER: You must select one item from Sections 1, 2, & 3 for a complete Boom Mower.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Sourcewell Price
		Add tractor on next line when required				
1	6M105 Standard	Cab MFWD 16 x 16 Power Quad (WB2400)	12522	$ 149,350	18%	$ 122,467
	SECTION 1 - Choose a Base Unit					
1	BB-18	Mid-mount Boom Mower **(1300 lb wheel weight)**	3950	$ 42,837	18%	$ 35,126
	BB-22	Mid-mount Boom Mower **(1700 lb wheel weight)**	4110	$ 50,372	18%	$ -
	BB-24	Mid-mount Boom Mower **(1700 lb wheel weight)**	4250	$ 55,758	18%	$ -
	INCLUDES:	Boom Arms, Mounting system, Wheel Weight, Mower Hydraulic Drive System, Operator Safety Screen/Poly, 3 Pt Open Stow System				
	3OS-BB-EXT	3OS Boomrest Extension Bracket	22	$ 646	18%	$ -
	SECTION 2 - Choose a Cutter Head					
		ROTARY				
	RT50D	50" Rotary head with Disk/Brush Knives & Hydraulic Door	815	$ 18,587	18%	$ -
	RT50B	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	740	$ 18,396	18%	$ -
	RT50G	50" Rotary head with Disk/Grass Knives & Hydraulic Door	815	$ 18,536	18%	$ -
1	RT50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door	950	$ 19,170	18%	$ 15,719
	RT50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door	950	$ 18,975	18%	$ -
	RT60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	840	$ 21,596	18%	$ -
	RT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives/Hyd Door - **BB-22/24 ONLY)**	950	$ 22,172	18%	$ -
	RT60DG	60" Rotary Head with Disk/Grass Knives & Hydraulic Door	915	$ 21,799	18%	$ -
		FLAIL			18%	$ -
	FL50LBG	50" Flail Head with Light Brush/Grass Knives **(LBG)**	800	$ 21,204	18%	$ -
	FL50MBG	50" Flail Head with Medium Brush/Grass Knives **(MBG)**	808	$ 22,320	18%	$ -
	FL50HDB	50" Flail Head with Heavy Duty Brush Knives **(HDB)**	815	$ 22,372	18%	$ -
	FL63G	63" Flail Head with Grass Knives	855	$ 21,799	18%	$ -
		MULCHER				
	ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain	925	$ 28,417	18%	$ -
	ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	925	$ 28,373	18%	$ -
	SECTION 3 - Choose a Hydraulic Controls Options					
	CBL	Cable Controls and Lift Valve Kit	78	$ 7,871	18%	$ -
1	JSTK	Joystick, Electro-hydraulic and Valve Kit	80	$ 19,797	18%	$ 16,234
	SECTION 4 - Installation Charge					
1	Factory Mnt	Installation of complete boom mower system		$ 9,135	18%	$ 7,491
	Field Mnt	Installation of complete boom mower system		$ 9,135	18%	$ -
	SECTION 5 - BOOM MOWER OPTIONS					
1		Hydraulic Actuator in lieu of standard swivel - Verify tractor model	450	$ 7,544	18%	$ 6,186
		Wheel Weight - up charge from 1300 to 1700 lbs of counter balance.	400	$ 2,310	18%	$ -
		Wheel Weight - upcharge from 1700 to 2550 lbs of counter balance.	850	$ 2,811	18%	$ -
1	AXSTAB HYD	Cylinder Axle Stabilizer Kit - Verify tractor model	55	$ 2,029	18%	$ 1,664
	AXSTAB TIMBREN	Timbren Axle Stabilizer Kit - Verify Tractor Model	25	$ 630	18%	$ -
1	BPS-BNGL	Electronic Boom Positioning System	12	$ 1,808	18%	$ 1,483
	P GUARD	Pump Guard	26	$ 346	18%	$ -
1	P/G GUARD	Pump/Grille Guard	39	$ 710	18%	$ 582
	06100615	Dogleg Kit, Flail Heads	13	$ 684	18%	$ -
	06103017	Dogleg Kit, Rotary & Mulcher Heads	13	$ 684	18%	$ -
	06200609	50" Blade Bar Kit (bar,knives,bolts,nuts)	75	$ 1,235	18%	$ -
	06200670	60" Blade Bar Kit (bar,knives,bolts,nuts)	85	$ 1,347	18%	$ -
1	06744050	50" Rotary Disk Kit (knives,bolts,nuts,filter,grease) **BRUSH**	36	$ 418	18%	$ 343
	06744051	50" Rotary Disk Kit (knives,bolts,nuts,filter,grease) **GRASS**	39	$ 425	18%	$ -
	06744040	50/60" Rotary Blade Bar Kit (knives,bolts,nuts,filter,grease) **BRUSH**	36	$ 361	18%	$ -
	06744001	60" Rotary Disk Kit (knives,bolts,nuts,filter,grease) **GRASS**	39	$ 279	18%	$ -
	06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) **LBG FLAIL**	32	$ 926	18%	$ -
	06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) **MBG FLAIL**	58	$ 2,129	18%	$ -
	06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) **HDB FLAIL**	55	$ 2,076	18%	$ -
	06744006	63" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) **GRASS**	44	$ 641	18%	$ -
	06744086	Mulcher Knive Kit (knives,bolts - set of 30)	30	$ 997	18%	$ -
1		Backup Alarm		$ 636	18%	$ 522
1		Radio, AM/FM Stereo,		$ 466	18%	$ 382
	ADDITIONAL OPTIONS FROM PRICE LIST					
1		Light, Strobe		$ 864	18%	$ 708
1	*****Nokian Tires for 4WD models. Ordered Factory Direct*****			$ 6,615	18%	$ 5,424

1	Dealer prep and set up	$ 3,150	$	3,150
1	Operators Safety training	$ 1,100	$	1,100
1	Tire Tax	$ 7	$	7
1	Cal State Tax 9.25%	$ 20,219	$	20,219
			$	-
			$	-
			$	-
			$	-
			$	-

Freight is an estimate only, may change at time of shipment

Totals			$	238,807

TRACTOR INFORMATION REQUIRED:				
Make/Model:	Deere 6M105	Transmission	16X16	
Tire size	Nokian Front	Cab Type	Cab	
	Nokian Rear	2WD or MFWD	MFWD	

All prices are FOB Destination
Prices are subject to change without notice.

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Parks & Recreation-2025-11

AGENDA ITEM: A RESOLUTION ESTABLISHING THE HOLLISTER PARKS, ARTS, RECREATION, AND CULTURE COMMISSION AND ADOPTING THE PROPOSED BYLAWS

DEPARTMENT: Parks & Recreation
DEPARTMENT HEAD: Charles Wall, Parks and Recreation Director
STAFF CONTACT: Monica Becker, Administrative Assistant

RECOMMENDED ACTION: Adopt a resolution establishing the Hollister Parks, Arts, Recreation, and Culture (PARC) Commission and adopting the proposed bylaws for the PARC Commission.

DISCUSSION: At the October 6, 2025, regular City Council meeting, the City of Hollister's Parks and Recreation Department discussed the formation of a new commission, the Parks, Arts, Recreation, and Culture Commission, in the City of Hollister to promote art in public places that reflect diverse social and cultural perspectives. The Council provided direction and feedback on the proposed composition and role of the Commission.

The PARC Commission shall be composed of seven (7) members, five (5) of whom shall be residents of the City of Hollister. Each member of the City Council shall nominate one member of the Parks, Arts, Recreation, and Culture Commission subject to the approval of the City Council. All nominations for appointment are subject to the approval of the City Council. Two (2) members shall be aged 16-24 to help represent and bring attention to the needs of Hollister's youth.

The Commission is to enrich the lives of the City's residents and visitors, and contribute to the vitality of the City's economic development. The PARC Commission will study problems, activities, and concerns of the youth. In addition, the Commission shall hold forums on these problems and recommend community programs to the City Council which the Commission finds are needed and/or desirable.

FISCAL IMPACT: The cost of staff time to attend and staff the meetings.

PREVIOUS COUNCIL OR COMMISSION ACTION: N/A

At the May 19, 2025, City Council meeting, City Council provided qualifications and requirements and directed staff to return with a draft resolution to form a Business Advisory Commission.

CEQA: This is not a project under the California Environmental Quality Act (CEQA). As such, it is not subject to CEQA.

ATTACHMENTS:

1. Resolution
2. BAC Bylaws (Exhibit A to the Resolution)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER ESTABLISHING THE HOLLISTER PARKS, ARTS, RECREATION, AND CULTURE COMMISSION AND ADOPTING THE PROPOSED BYLAWS

WHEREAS, the City of Hollister's (City) Parks and Recreation Department seeks to form the Hollister Parks, Arts, Recreation, and Culture (PARC) Commission in the City of Hollister to promote art in public places that reflect diverse social and cultural perspectives; and

WHEREAS, The PARC Commission shall be composed of seven (7) members, five (5) of whom shall be residents of the City of Hollister. Each member of the City Council shall nominate one member of the Parks, Arts, Recreation, and Culture Commission, subject to the approval of the City Council. Two (2) members shall be aged 16-24 to help represent and bring attention to the needs of Hollister's youth; and

WHEREAS, the responsibilities of the PARC Commission are found in the Bylaws, incorporated herein by reference and attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hollister hereby establishes the Parks, Arts, Recreation, and Culture Commission and adopts the proposed bylaws attached hereto as Exhibit A and incorporated by reference.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

_____

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

HOLLISTER PARKS, ARTS, RECREATION, AND CULTURE COMISSION (PARC) BYLAWS

The Parks, Arts, Recreation, and Culture (PARC) Commission of the City of Hollister is committed to promoting art in public places that reflect diverse social and cultural perspectives in our community in order to enrich the lives of the City's residents and visitors and contribute to the vitality of the City's economic development. In addition, the PARC Commission will study problems, activities, and concerns of the youth; hold forums on these problems and recommend community programs to the City Council which the Commission finds are needed and/or desirable.

ARTICLE I - THE COMMISSION

Section 1. Name: The name of this body is the "Hollister Parks, Arts, Recreation, and Culture Commission".

Section 2. Composition: The PARC Commission shall be composed of seven (7) members, five (5) of whom shall be residents of the City of Hollister. Each member of the City Council shall nominate one member of the Parks and Recreation Advisory Commission subject to the approval of the City Council. All appointments are subject to the approval of the City Council. Two (2) members shall be aged 16-21 to help represent and bring attention to the needs of Hollister's youth.

Section 3. Term of Office: The term of office of the members of the PARC Commission appointed by individual Council Members shall be the same as the term of the appointing Council Member. The term of office of the Commissioner appointed by the Mayor shall be the same as the term of the Mayor. Any vacancy by a member appointed by a Council Member shall be filled by the Council Member whose district the member represents. Applicants from another district may be appointed if there are no applicants from the Council Members' district. All nominations for appointment are subject to the approval of the City Council.

Each Commissioner serves at the pleasure of the Council Member who appointed them, and the Commissioner may be removed at any time, with or without cause by a vote of the City Council.

Section 3.1 Attendance Policy:

Commissioners are expected to attend all meetings of the PARC Commission. Attendance and ongoing participation of the Advisory

Commission are critical to the commission's success. Any member of the Commission who has two (2) unexcused absences during a regular meeting, special meeting, or commission-sanctioned events within one calendar year shall constitute an automatic resignation. Attendance records shall be kept and members shall be informed by letter when he or she has reached two unexcused absences from regular meetings, special meetings, or commission- sanctioned events. Absences will be excused and recorded in the Arts and Culture minutes if the Chairperson or City staff is notified of a Commissioners absence.

Section 3.2 Resignations:

A Commissioner wishing to resign before the expiration of the Commissioner's term shall submit to the City Clerk a written resignation that states the effective date of the resignation. If said written resignation fails to state the date the resignation shall be effective, then the resignation shall be effective upon receipt of the written resignation by the City Clerk. If a Commissioner states verbally or in any other form that the Commissioner is resigning but fails to provide to the City Clerk said written resignation notice, then resignation shall be effective upon adjournment of the next regularly scheduled Commission meeting, or upon the expiration of 31 calendar days, whichever is soonest.

Section 4. Duties of Commission: To advise the City Council on all matters affecting the City's culture. Act as an advisory agency to the City Council on all Hollister parks, arts, recreation, and culture matters, and the needs of the citizens of the City of Hollister. Communicate written and oral recommendations directly to the Council Member who appointed them.

Arts include but are not limited to painting, sculpture, architecture, poetry, music, literature, theatre, and dance. Commissioners shall help promote the community's cultural enrichment by establishing an effective liaison between the City and local cultural and artistic groups.

Study and consider long-range plans for the development and improvement of the Hollister Parks, Arts, Recreation, and Culture Commission, giving due regard to the Park Facility Master Plan, and the needs of the City of Hollister residents.

Review and recommend special permits and proposals that deviate from the adopted Park Facility Master Plan.

Complete other related duties and/or assignments as directed by the City Council.

ARTICLE II - OFFICERS

Section 1 Titles: The officers of this Commission are Chairperson, Vice- Chairperson, and Commission Secretary.

Section 2 Chairperson: The Chairperson will preside at meetings of the Commission.

Section 3 Vice-Chairperson: In the absence of the Chairperson, the Vice- Chairperson will preside at meetings of the Commission. In the absence of both the Chairperson and the Vice-Chairperson, if enough Commissioners are present to constitute a quorum (4), the members present shall designate an Acting Chairperson for the meeting.

Section 4 Commission Secretary: The Parks & Recreation Department Director or designee is the Commission Secretary and will carry out the administrative details of the Commission, including keeping the records of Commission meeting, acting as Secretary at all Commission meetings, recording all votes, preparing the Commission meeting agenda and minutes, serving as a liaison for all Commission communications, serving as technical advisor to the Commission, and at the direction of the City Manager providing necessary research and analysis.

Section 5 Election of Officers: Annually, at the regularly scheduled January meeting, the Commission will elect from among its members a Chairperson and Vice-Chairperson to serve for a term of two (2) years. These positions are limited to two (2) consecutive terms of office.

Section 6 Vacancy of Chairperson or Vice Chairperson: If the office of Chairperson or Vice-Chairperson becomes vacant, the Commission will elect a successor from its membership at the next regular meeting, and such election will be for the unexpired term of the office.

ARTICLE III - MEETINGS

Section 1. Meeting Time and Place: Regular Parks, Arts, Recreation, and Culture Commission meetings are held in the Council Chambers of City Hall, 375 Fifth Street, Hollister, California at 6:00 P.M. on the second Tuesday of each of the following months: February, May, August, and November.

Section 2. 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 3. Meeting Cancellation: Meetings shall be cancelled if there is not sufficient business to discuss or if a quorum of the Commission cannot be present at the meeting. Additionally, meetings occurring on a holiday for which the City is closed will be cancelled.

Section 4. Special Meetings: Subject to the provisions of the Brown Act and other applicable laws, special meetings may be called from time to time at the discretion of City staff. Only those matters listed in the notice of special meetings may be discussed at the meeting.

Section 5. Quorum: Four (4) Commissioners 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 6. Order of Business: At the regular meeting of the Commission, business will be conducted in the following order:

a. Call to Order
b. Pledge of Allegiance
c. Roll Call
d. Public Comment on Items not on the Agenda
e. Commission Business
f. Staff & Commissioner Reports
g. 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 Commission at the next regular meeting.

Section 7. Manner of Voting: Voting on matters coming before the Commission will be by voice vote unless a roll call vote is requested by a Commissioner or the Commission Secretary.

Section 8. Rules of Order: Rosenberg's Rules of Order will govern those aspects of Commission proceedings not specifically provided by these bylaws, the Brown Act or any other applicable state or local law.

Section 9. Public Comment: Any person wishing to speak on matters within the subject matter jurisdiction of the Commission must fill out a speaker's card prior to addressing the Commission.

Section 10. Agenda: An agenda will be prepared by the Commission Secretary and will be adhered to with the exception that items may be taken out of order for the convenience of those in attendance. Agenda items will be brought forward by staff and/or at the direction of the City Council. The agenda will

be posted and distributed to interested parties at least 72 hours in advance of all regular Commission meetings.

The Parks, Arts, Recreation, and Culture Commission of the City of Hollister will operate its meeting pursuant to the Ralph M. Brown Act, Government Code 54950 et seq.

ARTICLE IV – AMENDMENTS TO BYLAWS

Section 1. Procedure: The bylaws may be amended by the Commission with such a request approved by a majority of the Commission at a regular or special meeting provided that written notice of such amendment was given to Commissioners at least three (3) days prior to the meeting. A proposed bylaw amendment may be introduced at one meeting and voted on at the same or subsequent meetings. Upon a successful vote, the proposed amendment shall be presented to the City Council for ratification at the regular scheduled Council meeting.

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Police-2025-10

AGENDA ITEM: **A RESOLUTION ACCEPTING A GRANT FROM THE OFFICE OF TRAFFIC SAFETY FOR THE AMOUNT OF $65,000.00 FOR OVERTIME REIMBURSEMENT AND SPECIALIZED EQUIPMENT**

DEPARTMENT: Police
DEPARTMENT HEAD: Carlos Reynoso, Police Chief
STAFF CONTACT: Michael Paddy, Police Captain

RECOMMENDED ACTION: Adopt a resolution authorizing the acceptance of a grant from the Office of Traffic Safety for expenditures through October 2026 and approve the budget appropriation form.

DISCUSSION: The Hollister Police Department has applied for a Traffic Safety grant from the Office of Traffic Safety for the last fourteen years. These Selective Traffic Enforcement Programs (STEP) grants routinely reimburse the City of Hollister for Police Officer overtime incurred while conducting extra patrols for traffic-related issues.

The types of extra patrols can include distracted driver enforcement, where drivers are stopped for using a cellphone while driving to make calls or send texts, seatbelt enforcement for drivers who fail to wear their seatbelts, pedestrian safety patrols for vehicles that do not yield to pedestrians in crosswalks, and bicycle safety enforcement.

The grant also reimburses the city for the overtime costs of officers conducting DUI checkpoints in our community, and it can pay for specialized equipment, such as radar trailers or lighting for DUI checkpoints, as well as other equipment used during checkpoint operations.

This year, the Police Department submitted a request for a grant that includes money for overtime reimbursement and miscellaneous equipment. The request was for a combined total of $65,000.00. At the time of the Fiscal year 2025-2026 budget hearing, an appropriation of $77,000.00 of grant revenue and $70,000.00 for Police Overtime was approved, as staff had indications that the grant would be approved at the requested level.

The Office of Traffic Safety has awarded a grant to the City of Hollister for the amount of $65,000.00. If accepted, the grant money will be made part of the upcoming 2025-2026 fiscal year and 2026-2027 fiscal year budget for expenditure through October 2026. Staff is requesting council authorization for acceptance of the grant. A budget amendment form is attached to this report and reflects the necessary changes to align the budget with the final grant award

FISCAL IMPACT: Reduction of $5,000.00 of budgeted grant revenue, with a total of $65,000.00 in overtime salary reimbursement to the City of Hollister

PREVIOUS COUNCIL OR COMMISSION ACTION: Council approved the application for this grant at the September 15, 2025, meeting (Resolution No. 2025-126)

CEQA: N/A

ATTACHMENTS:

1. Resolution
2. Grant Agreement
3. Budget Adjustment Request Form

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER ACCEPTING A GRANT FROM THE OFFICE OF TRAFFIC SAFETY FOR THE AMOUNT OF $65,000.00 FOR OVERTIME REIMBURSEMENT AND SPECIALIZED EQUIPMENT

WHEREAS, the Hollister Police Department has applied for and received traffic safety grants from the Office of Traffic Safety for the last fourteen years; and

WHEREAS, these Selective Traffic Enforcement Programs (STEP) grants reimburse the City of Hollister for Police Officer overtime incurred while conducting extra patrol for traffic-related issues; and

WHEREAS, the types of extra patrol can include distracted driver enforcement when drivers are driving while using a cell phone for making calls or texting, seatbelt enforcement for drivers who drive without wearing a seatbelt, pedestrian safety patrols for vehicles that do not yield for pedestrians in the crosswalks, or bicycle safety enforcement; and

WHEREAS, a new grant has been awarded to the city, which will fund those mentioned activities as well as DUI checkpoints and DUI saturation patrols.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes the Interim City Manager to accept a grant from the Office of Traffic Safety for the amount of $65,000.00 for overtime reimbursement and specialized equipment.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

_____
Jennifer Woodworth, MMC
City Clerk of the City of Hollister

RESOLUTION NO. 2025-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER AUTHORIZING THE CITY MANAGER AND POLICE DEPARTMENT TO APPLY FOR A TRAFFIC GRANT FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY

WHEREAS, the Hollister Police Department desires to apply for a traffic enforcement grant from the California Office of Traffic Safety; and

WHEREAS, the Hollister Police Department has applied for fourteen previous grants and has successfully obtained those previous grants; and

WHEREAS, the grants have reimbursed the City for personnel costs for additional traffic enforcement, DUI saturation patrols, and DUI checkpoints; and

WHEREAS, the grant has a condition that the grant application be supported by the city council through the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes the City Manager and the Hollister Police Department to apply for a California Office of Traffic Safety Grant.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on September 15, 2025, by the following vote:

AYES:	Councilmembers Picha, Resendiz, de Anda, and Mayor Stephens
NOES:	None
ABSTAINED:	None
ABSENT:	Councilmember Morales

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-126 is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on September 15, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on September 15, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister

Docusign Envelope ID: D00DE9F2-D71C-4FDC-AFFD-9F27D42ED2D9

BUDGET ADJUSTMENT REQUEST FORM

1. Transfers between and within classifications of expenditures (i.e. between Salaries and Services and Supplies or between Professional Services and Office Supplies) must be approved by the City Manager.
2. Transfers between funds must be approved by the City Council.
3. Increase in budget needs to be offset by an additional revenue source or available fund balance.

Fiscal Year: 25-26 **Prepared By:** T. Casarez DS

DH Approval: C. Reynoso CR 9/22/2025 | 3:16:27 PM PDT **Date:** 9/22/2025

(Round up to the nearest dollar)

Fund	Cost Center	Account Number	Account Title	Project Code	Increase	Decrease
223	1000	430016	STATE GRANT			$12,000

Summary and Justification:

There was an appropriation of $77,000 of grant revenue approved with the FY25-26 budget. The grant awarded was a total of $65,000.00.

There is a need to adjust the revenue amount to match the actual amount of the grant award.

***Route to Finance, for review, prior to approvals.**

Approvals

FOR FINANCE USE ONLY:

Finance Review: Signed by: Angelle J. Gonzales **Date:** 9/22/2025 | 3:19:23 PM PDT **BA Entered By:**

City Manager Approval: Signed by: B9E326E7D092467... Jim Pia **Date:** 9/22/2025 | 3:33:08 PM PDT **Date:**

City Council Approval: 700B7B95C5C4409... **Res. No.:** **Date Approved:** **Journal No.**

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
City of Hollister

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Hollister Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $65,000.00**
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Michael Paddy
TITLE: Captain
EMAIL: mpaddy@police.hollister.ca.us
PHONE: 831-636-4330 Ext 4131
ADDRESS: 395 Apollo Way
Hollister, CA 95023

_____ _____
(Signature) (Date)

B. AUTHORIZING OFFICIAL
ADDRESS: Jim Pia
Interim City Manager
jim.pia@hollister.ca.gov
831-636-4300
375 5th Street
Hollister, CA 95023

_____ _____
(Signature) (Date)

C. FISCAL OFFICIAL
ADDRESS: Delia Pichardo
Accounting Manager
delia.pichardo@hollister.ca.gov
831-636-4301 x1126
327 5th Street
Hollister, CA 95023

_____ _____
(Signature) (Date)

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

_____ _____
(Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: H5URDJJ82F38 REGISTERED ADDRESS: 375 5th Street CITY: Hollister ZIP+4: 95023-3832

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$5,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$20,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$40,000.00
				AGREEMENT TOTAL		**$65,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$65,000.00** PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$65,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Hollister, located in San Benito County, California, is a growing community with approximately 45,000 residents. Situated in the central part of the state, about 30 miles south of San Jose, Hollister is the largest city in San Benito County. Known for its agricultural roots, Hollister is surrounded by rural landscapes, farmland, and scenic areas such as Pinnacles National Park, which draws visitors to the region.

Hollister's jurisdiction includes residential, commercial, and rural areas. The city's roadways are facing traffic safety challenges. As the population and vehicle traffic increase, issues such as speeding, reckless driving, and driving under the influence (DUI) have become more rampant. These traffic violations present ongoing risks to public safety, especially in residential areas where residents have voiced concerns about unsafe driving behaviors.

San Benito County, where Hollister is located, is a predominantly rural region with approximately 68,000 residents. The county's roadways serve residents and many commuters and travelers passing through on significant routes like Highway 25, which runs through the heart of the county, and Highway 101, which cuts through the northwestern part of the county. Other key routes include Highway 156, an important east-west corridor, and Highway 152, which borders the county and connects it to neighboring areas. This combination of rural and urban infrastructure presents unique challenges for traffic safety, as the county must address both the needs of local traffic and the higher volumes of transient traffic that use its roads to travel between regional destinations.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

The City of Hollister faces significant challenges related to traffic safety, particularly concerning speeding, reckless driving, and traffic crashes associated with driving under the influence (DUI). These issues have become increasingly evident as the city grows, creating unsafe conditions for residents commuting and visitors. The Hollister Police Department has received numerous complaints about excessive speeding in residential neighborhoods, as well as concerns about reckless driving and alcohol-related crashes.

Residents have voiced growing concerns at City Council meetings and directly to officers on patrol about excessive speeding in residential areas, contributing to an unsafe environment. Speeding remains a persistent issue despite efforts to address it. In 2023, the Hollister Police Department cited 820 speeders; in 2024, the number increased to 853. These citations reflect an ongoing problem with drivers exceeding speed limits in various parts of the city, particularly in residential neighborhoods where speeding is a common complaint.

The city has observed an increase in speeding citations alongside trends in traffic crashes. In 2023, the department recorded a total of 297 crashes, with 34 of those being DUI-related. In 2024, total crashes decreased slightly to 242, including incidents related to 32 DUI. While there has been a modest reduction in total crashes and DUI-related incidents, speeding remains a factor contributing to unsafe driving conditions. Another significant contributing factor is the low staffing, so data is lower, as officers cannot proactively reduce these issues.

Due to staffing shortages, the Hollister Police Department struggles to maintain a consistent traffic enforcement presence. The patrol division frequently operates below minimum staffing levels, so officers must prioritize emergency calls over proactive traffic enforcement. Although the department normally has a small traffic unit consisting of two motor officers, it has been reduced to one part-time motor officer because of staffing shortages and the need for more patrol officers.

The lack of consistent traffic enforcement has created an unsafe environment on Hollister's roads. Despite ongoing efforts, the rise in speeding citations indicates that drivers are not deterred, and speeding remains a

significant issue. Speeding, combined with other unsafe driving behaviors like DUI, poses a direct threat to public safety. These traffic violations increase the risk of crashes, injuries, and fatalities, further exacerbating public frustration.

The Hollister Police Department will use additional resources to address these critical traffic safety issues. The Office of Traffic Safety grant will enable the department to conduct more targeted and consistent traffic enforcement. With the support of this grant, the department will enhance its DUI enforcement efforts and improve overall traffic safety. These efforts are crucial to reducing speeding-related crashes, improving public safety, and ensuring a higher quality of life for residents.

Define the target population the grant intends to serve and how they are affected by the problem(s). Hollister's population density is approximately 5,697.8 people per square mile. As of 2023, the median age is 33.6. With 17% of the population between the ages of 30-39 years old, 13% of the population between 20-29 years old, 13% of the population between 50-59 years old, 11% between the age of 40-49 years old, and 9% between the ages of 60-69 years old. The average household size is 3.5 people. 80.4% of the population graduated high school, and only 17.8% hold a bachelor's degree or higher. The median household income is $101,979.

The average number of people in this community work to support their families and commute daily to support them. The average commute time of residents in Hollister was 36 minutes, with 75% driving alone and only 8% working from home. Most Hollister residents commute to and from work outside the city on dangerous roads and highways. Speeding, reckless driving, and driving under the influence (DUI) present a danger to everyone on the road. These violations significantly increase the chances of crashes, injuries, and even fatalities, adding to the growing frustration of the public. With the ongoing staffing shortages, there's a noticeable gap in traffic enforcement, making it more challenging to address these issues. The combination of less law enforcement presence and unsafe driving behaviors jeopardizes safety, strains local resources, and frustrates those trying to navigate the already challenging commute.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1

2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the DRE Recertification training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	12
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	20
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDL-26	20.616	Distracted Driving Laws	$5,000.00
402PT-26	20.600	State and Community Highway Safety	$20,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$40,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$10,000.00	2	$20,000.00
DUI Saturation Patrols	164AL-26	$1,300.00	12	$15,600.00
Traffic Enforcement	402PT-26	$620.00	20	$12,400.00
Motorcycle Safety Enforcement	402PT-26	$1,200.00	2	$2,400.00
Pedestrian and Bicycle Enforcement	402PT-26	$600.00	4	$2,400.00
Traffic Safety Educational Presentations	402PT-26	$400.00	2	$800.00
Distracted Driving Enforcement	405e DDL-26	$625.00	8	$5,000.00
Category Sub-Total				$58,600.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$2,000.00	1	$2,000.00
				$0.00
Category Sub-Total				$2,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$4,400.00	1	$4,400.00
Category Sub-Total				$4,400.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$65,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987,* (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT26130
Agency Name:	Hollister Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$65,000.00
Authorizing Official:	Jim Pia
Fiscal Official:	Delia Pichardo
Grant Director:	Michael Paddy

CURRENT GEMS USER(S)

1. Rosie Betanio
Title: Captain
Phone: (831) 636-4330 ext 4112
Email: rbetanio@police.hollister.ca.us
Media Contact: No

2. Aurelio Melgoza
Title: Detective Sergeant
Phone: (831) 636-4330 ext 4115
Email: amelgoza@police.hollister.ca.us
Media Contact: No

3. Michael Paddy
Title: Captain
Phone: 831-636-4330 Ext 4131
Email: mpaddy@police.hollister.ca.us
Media Contact: No

4. Carlos Reynoso
Title: Chief of Police
Phone: (831) 636-4330
Email: creynoso@police.hollister.ca.us
Media Contact: Yes

5. Chris Wells
Title: Patrol Sergeant
Phone: (831) 636-4330
Email: cwells@police.hollister.ca.us
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name Grant Director
Date	Title

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Public Works-2025-55

AGENDA ITEM: A RESOLUTION GRANTING A REQUEST BY CITY STAFF TO WAIVE BUILDING PERMIT FEES FOR CITY CIP C2505, COMMUNITY CENTER BATHROOM REMODEL

DEPARTMENT: Public Works
DEPARTMENT HEAD: William Via, Public Works Director
STAFF CONTACT: Dillon Albert, Assistant Engineer

RECOMMENDED ACTION: Adopt a resolution granting a request from City staff to waive the Building Permit fees associated with City CIP C2505, Community Center Bathroom Remodel, in the amount $16,026.80.

DISCUSSION: City Council awarded the contract for CIP C2505 for the Community Center Bathroom Remodel on June 16, 2025, by Resolution 2025-93. Since it is a City initiated project, on a City owned Building, Building permit fees were not included in the bid item list during the solicitation requesting bids, therefore the cost is not included in the awarded contract price. Payment of the Building Permit fees would be the City paying itself for the Building Permit, and the fees would all be returned to the City.

The City Council has discretion to approve or deny the waiver of permit fees on a case-by-case basis.

FISCAL IMPACT: Approval of the waiver would have no fiscal impact on the City.

PREVIOUS COUNCIL OR COMMISSION ACTION: Resolution 2025-93.

CEQA: Approval of this resolution does not constitute a project under CEQA guidelines.

ATTACHMENTS:
1. Resolution
2. 20251028-INVOICE

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER APPROVING A REQUEST FROM CITY STAFF FOR A WAIVER OF BUILDING PERMIT FEES FOR CITY CIP C2505, COMMUNITY CENTER BATHROOM REMODEL

WHEREAS, on June 16, 2025, City Council approved Resolution No. 2025-93 accepting the bids received and awarding a contract to Estate Design and Construction for the completion of CIP C2505, Community Center Bathroom Remodel; and

WHEREAS, the construction contract did not include payment of City permitting fees since it is a City initiated project; and

WHEREAS, the City Council recognizes that payment of Building Permit fees would be the City paying itself for a Building Permit; and

WHEREAS, The City Council has discretion to approve or deny the waiver of permit fees on a case-by-case basis.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister does hereby approve a full waiver of Building Permit fees for CIP 2505, Community Center Bathroom Remodel, in the amount of $16,026.80.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxanne Stephens, Mayor

ATTEST:

Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

_____
Jennifer Woodworth, MMC
City Clerk of the City of Hollister

City of Hollister
Building Department Finance Total

ESTATE DESIGN AND CONSTRUCTION
300 WEST STREET
20251074
COMMERCIAL INTERIOR REMODEL AT THE REC. CENTER

101-4-1000-420-050	Building Permit Fee	$14,830.57
101-4-1000-440-034	Plan Check	$0.00
101-4-1000-420-050	Plan Check Deposit	$0.00
101-4-1000-440-034	Adittional Plan Check	$0.00
101-4-1000-440-035	Planning Services	$0.00
101-2-280-007	SMIP	$55.94
101-2-280-020	Green	$8.00
101-4-1000-440-049	Code Enforcement	$0.00
101-4-4005-440-094 BLDNG%GPU	General Plan Update	$519.07
101-4-4005-440-058 BLDNG%TF	Technology Fee	$593.22
101-4-4005-440-037 BLDNG_DF	Document Fee	$20.00

Payment "Pay to the Order of" **City of Hollister** **Total** $16,026.80

9/16/2025

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Community Development-2025-62

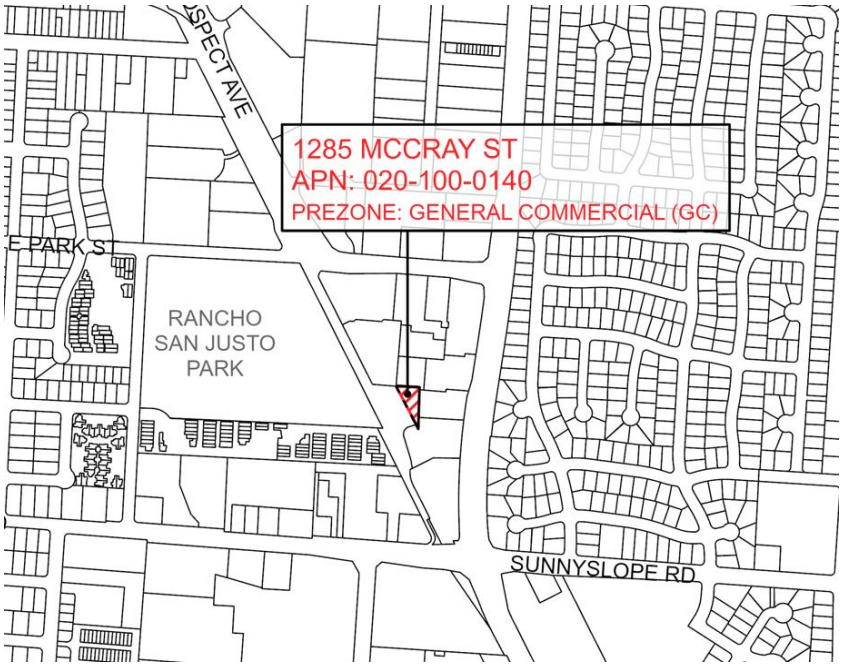
AGENDA ITEM: AN ORDINANCE AMENDING THE CITY OF HOLLISTER ZONING MAP PREZONING FOR FUTURE ANNEXATION OF THE PROPERTY LOCATED AT 1285 MCCRAY STREET, APN 020-100-014 INTO THE GENERAL COMMERCIAL ZONING DISTRICT (PZ 2025-1)

DEPARTMENT: Community Development
DEPARTMENT HEAD: Rod Powell, Assistant City Manager
STAFF CONTACT: Eva Kelly, Planning Manager

RECOMMENDED ACTION: Hold a public hearing and introduce an ordinance amending the City of Hollister Zoning Map to prezone the property located at 1285 McCray Street, APN 020-100-014, into the General Commercial Zoning District, and schedule a second reading and adoption for the October 20, 2025 City Council meeting. **CEQA:** The prezoning of this parcel for future annexation is categorically exempt from CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines.

DISCUSSION: This is a City-initiated proposal for the prezoning for future annexation of the property located at 1285 McCray Street, further identified as San Benito County Assessor's Parcel Number 020-100-014. The subject property is 0.25 acres in size and contains an existing gas station (Toro Petroleum).

Figure 1. Vicinity Map



On August 18, 2025, the City Council adopted Resolution 2025-108 authorizing the

initiation of Prezone 2025-1 for the prezoning of the subject property into the General Commercial (GC) Zoning District. The current General Plan designation of the property is General Commercial. The property is currently an unincorporated "island", surrounded by incorporated city parcels on all sides. The parcel is located within the City of Hollister Sphere of Influence.

ANALYSIS: On October 15, 2024, the City of Hollister entered into an Agreement for the Purchase and Sale of Surplus Real Property and Joint Escrow Instructions ("Agreement") regarding former right-of-way property at the southern end of McCray Street/Prospect Avenue (See Figure 2).

Figure 2. Adjacent Surplus Property

As part of the Agreement, it was established that the buyer of the surplus parcel, who is also the owner of the subject property at 1285 McCray Street, would participate in the annexation of the unincorporated parcel into the city limits. The City is facilitating the annexation process.

The property is currently served by City of Hollister water and a septic tank for wastewater facilities. The property will not be required to connect to City sewer services immediately upon annexation, but in the future, if the septic tank were to need to be replaced, the property would be required to connect to City sewer services. Once annexed, connection

to sewer services would be a ministerial process as no jurisdictional boundary changes would be necessary. The property will be served by City police and fire services.

General Plan Update

On August 4, 2025, the City Council approved Resolution 2025-106, adopting a temporary annexation policy during the citywide General Plan update. As a part of the policy, the City Council authorized an exception for the annexation of the subject property as it is a city-initiated proposal that is part of the agreed upon terms of the Sale of Surplus Land Agreement, as previously described. The annexation of this property proposes no land development or change in land use on the annexing parcel and, therefore, was found to have no effect on the General Plan Update, unlike other annexation proposals.

Annexation Process

The process for annexation of a parcel is described in Table 1 below. On August 28, 2025, the Planning Commission considered the application for Prezone 2025-1 and adopted Resolution 2025-21 recommending approval of the Prezone to the City Council. The current step in the process is for the City Council to introduce an ordinance to amend the Zoning Map to prezone the property, followed by a second reading and adoption.

Table 1. Prezoning and Annexation Overview

Step	Description
1	Application filed for a request for initiation of prezoning and annexation.
2	City Council approves the initiation of the annexation to begin.
3	Formal application for the prezoning and annexation is filed. Environmental review is completed.
4	Planning Commission makes a recommendation to the City Council for the proposed prezoning and annexation (Public Hearing).
5	City Council holds a public hearing to consider an ordinance to amend the Zoning Map (first reading) and approve the Prezoning application (Public Hearing).
6	City Council conducts a second reading and approves the ordinance to Prezone.
7	City Council approves a resolution authorizing the submission of an application for the proposed annexation to the Local Agency Formation Commission (LAFCO).
8	LAFCO considers and approves the annexation application (Public Hearing).
9	Certificate of Completion is filed with the County Clerk by LAFCO.
10	Annexation maps and required fees are filed with the State Board of Equalization by LAFCO.

Property Tax Exchange

The Revenue and Taxation Code allows counties and cities to enter into Master Property Tax Agreements for the exchange of property tax revenues in the event of annexation of

territory or parcel into a city. The City Council of the City of Hollister approved a Property Tax Exchange Agreement on November 15, 2021, for commercial and industrial properties (Resolution 2021-215).

CONCLUSION: As a condition of the sale of adjacent surplus land, the City has entered into an agreement with the property owner of 1285 McCray Street (APN 020-100-014) to annex the property into the city limits. The City has agreed to facilitate the annexation process as part of this agreement. The parcel is proposed to be annexed into the General Commercial (GC) Zoning District, consistent with the current General Plan designation of General Commercial. The property is located within both the City's Planning Area and the Sphere of Influence, and is currently an unincorporated "island" surrounded on all sides by incorporated parcels.

Staff and the Planning Commission are recommending that the City Council adopt an ordinance to amend the Zoning Map to approve this prezoning proposal and ultimately proceed through the LAFCO process.

FISCAL IMPACT: The City of Hollister agreed to facilitate the processing of the Prezoning Application, which has come with staff costs for time spent. However, further costs such as the application to LAFCO will be paid by the applicant and/or recouped by the City as per the terms of the sale agreement. Property taxes will be collected and shared with San Benito County in accordance with the Tax Sharing Agreement, and sales taxes from the existing commercial development will be transferred to the City upon annexation.

PREVIOUS COUNCIL OR COMMISSION ACTION:

8/18/2025 – City Council adopted Resolution 2025-108 authorizing the Initiation of Prezone.

8/28/2025 – Planning Commission adopted Resolution 2025-21 recommending approval of Prezone 2025-1 to the City Council.

CEQA: There is no proposed development of the parcel to be annexed. There is an existing gas station on the property, which is proposed to remain. The prezoning and future annexation of this parcel is categorically exempt from CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines, as it involves no expansion of an existing use and involves only a jurisdictional boundary change proposal with no land development or modification to the parcel.

ATTACHMENTS:

1. Ordinance approving Prezone 2025-1
2. Planning Commission Resolution 2025-21 (unsigned)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF HOLLISTER AMENDING THE CITY OF HOLLISTER ZONING MAP TO PREZONE THE PROPERTY LOCATED AT 1285 MCCRAY STREET (APN 020-100-014) FOR FUTURE ANNEXATION AS PART OF THE AGREEMENT FOR PURCHASE AND SALE OF SURPLUS REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS.

WHEREAS, on October 15, 2024, the City of Hollister entered into an Agreement for the Purchase and Sale of Surplus Real Property and Joint Escrow Instructions for the Sale of Surplus Property ('Agreement") located adjacent to the property located at 1285 McCray Street; and

WHEREAS, as a part of the terms of the Agreement, the Buyer, who is the owner of the adjacent subject parcel APN 020-100-014, has agreed to annex APN 020-100-014 into the City of Hollister city limits as it is currently an unincorporated "island" surrounded on all sides by incorporated property; and

WHEREAS, as a part of the terms of the Agreement, the City has agreed to facilitate the annexation of the subject property; and

WHEREAS, under the provisions of Section 17.24.250 of the Zoning Ordinance, the City Council authorized the initiation of the application for Prezoning 2025-1 on August 18, 2025 (Resolution 2025-108); and

WHEREAS, on August 28, 2025, the Planning Commission held a duly noticed public hearing to consider the request, and following the close of the public hearing determined to adopt Resolution 2025-21 recommending approval of the Prezone Application to the City Council; and

WHEREAS, under the provisions of Section 17.24.250(D) of the Zoning Ordinance, the City Council is charged with receiving the Planning Commission's recommendation and taking action on the approval, modification, or disapproval of Prezone Applications based upon the required findings for approval found in Section 17.24.250(E); and

WHEREAS, the City Council held a duly noticed public hearing on October 6, 2025, to consider the request, review the staff report, and receive written and oral testimony for and against the proposal; and

WHEREAS, after closing the public hearing, the City Council deliberated and determined to approve Prezone 2025-1 in accordance with Section 17.24.250.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Hollister makes the following findings regarding the approval of Prezone 2025-1:

1. **Finding:** The approval of the project is categorically exempt from CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines as it involves no expansion of an existing use and involves only a jurisdictional boundary change proposal with no land development or modification to the parcel. There is no proposed development on the parcel to be annexed. There is an existing gas station on the property which is proposed to remain.

2. **Finding:** The amendment is internally consistent with all other provisions of the General Plan because:

   The current General Plan land use designation of the parcel is General Commercial. The proposed prezoning is to the General Commercial (GC) Zoning District, which is consistent with the General Plan designation. The parcel is an existing unincorporated "island" surrounded by incorporated properties. The annexation of this parcel with eliminate the "island" condition which is consistent with City General Plan guidance as well as with State law as enforced by LAFCO which indicates that islands should not be created.

3. **Finding:** The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare because:

   The property is an unincorporated island. The annexation of the parcel will obligate the property owner to contribute toward property taxes in the city. The City has historically maintained surrounding infrastructure on behalf of this property, without the property's contribution toward this maintenance. Annexation will ensure that the fair contribution via property taxes is received in return for ongoing public maintenance for and surrounding this currently unincorporated parcel, which is of public interest to city taxpayers. Additionally, the property is currently served by a septic tank. The regional water board has adopted policies desiring to phase out septic tanks on small parcels. Though the septic tank is currently functional, should it fail in the future, the property would be required to connect to the City's municipal sanitary sewer system. Proactive incorporation of the parcel will allow for administrative connection to the sanitary sewer system in the case of a failure or any other emergency in the future, which will ensure timely facilitation of such a connection – protecting the surrounding properties and public from any prolonged health and safety consequences of such a failure.

   The project has been determined to be categorically exempt from CEQA related to any potential environmental impacts (Section 15301, Existing Facilities) because there are no changes to the existing use or site development proposed for the annexed parcel.

4. **Finding:** The affected site is physically suitable (including absence of physical constraints, access, and compatibility with adjoining land uses, and provision of utilities) for proposed or anticipated uses or development because:

   The property contains an existing gas station (Toro Petroleum). No development of the site to be annexed is proposed, and the existing gas station is intended to remain. The proposal will only result in a jurisdictional boundary change.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF HOLLISTER DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Hollister Zoning Map is hereby amended to include reference to this Ordinance, it's date of approval, and its name as abbreviated to "PZ 2025-1 1285 MCCRAY STREET" as part of its refence of amendments.

SECTION 2. The City of Hollister Zoning Map is further authorized to be amended to include the property located at 1285 McCray Street, APN 020-100-014, as further described in Exhibit A of this Ordinance, attached hereto as referenced, as part of the City of Hollister City Limits and designated as "GC", General Commercial Zoning District, immediately upon annexation of the property into the City Limits by action of the Local Agency Formation Commission (LAFCO).

SECTION 3. This ordinance shall authorize the prezoning of the subject parcel into the General Commercial Zoning District for two (2) years following the date of adoption, during which time, the application for annexation shall be filed with LAFCO and the property annexed into the corporate limits of the City of Hollister. Should the property fail to be fully annexed into the City of Hollister city limits within two years of the date of the approval of this ordinance, the Ordinance shall be deemed expired and repealed and the prezoning designation void. Nothing in this ordinance shall prohibit the property owner from applying for any subsequent application for prezoning and annexation of this parcel should it expire and be repealed per this section.

SECTION 4. SEVERABILITY. If any part of this Ordinance is held invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of the Ordinance if such invalid portion thereof had been deleted.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

SECTION 6. PUBLICATION. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published in a newspaper of general circulation.

INTRODUCED at a regular City Council meeting on October 6, 2025, and **ADOPTED** as an ordinance of the City of Hollister at a regular City Council meeting on Adoption Date by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Roxanne Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

_____
Jennifer Woodworth, MMC, City Clerk

_____
Mary Lerner, City Attorney

I, JENNIFER WOODWORTH, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Ordinance No. __Ordinance Number__ is an original ordinance, or true and correct copy of a City ordinance, duly adopted by the Council of the City of Hollister at a regular meeting of said Council held on __Adoption Date__, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on __Adoption Date__.

_____
Jennifer Woodworth, MMC
City Clerk of the City of Hollister

Exhibit A. Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SAN BENITO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Part of the western half of Homestead Lot 34 of the San Justo Rancho as subdivided by the San Justo Homestead Association, which part is described as follows; to wit:

Beginning at an iron pipe set in the Northwest corner of that certain tract of land conveyed to Herman Smith by Wesley Judah, et ux by Deed which is recorded at Book 17 of deeds, at page 140, Records of San Benito County, California, which said Record is made a part hereof and is referred to for a particular description of the land thereby conveyed and for a more particular description of said point of beginning.

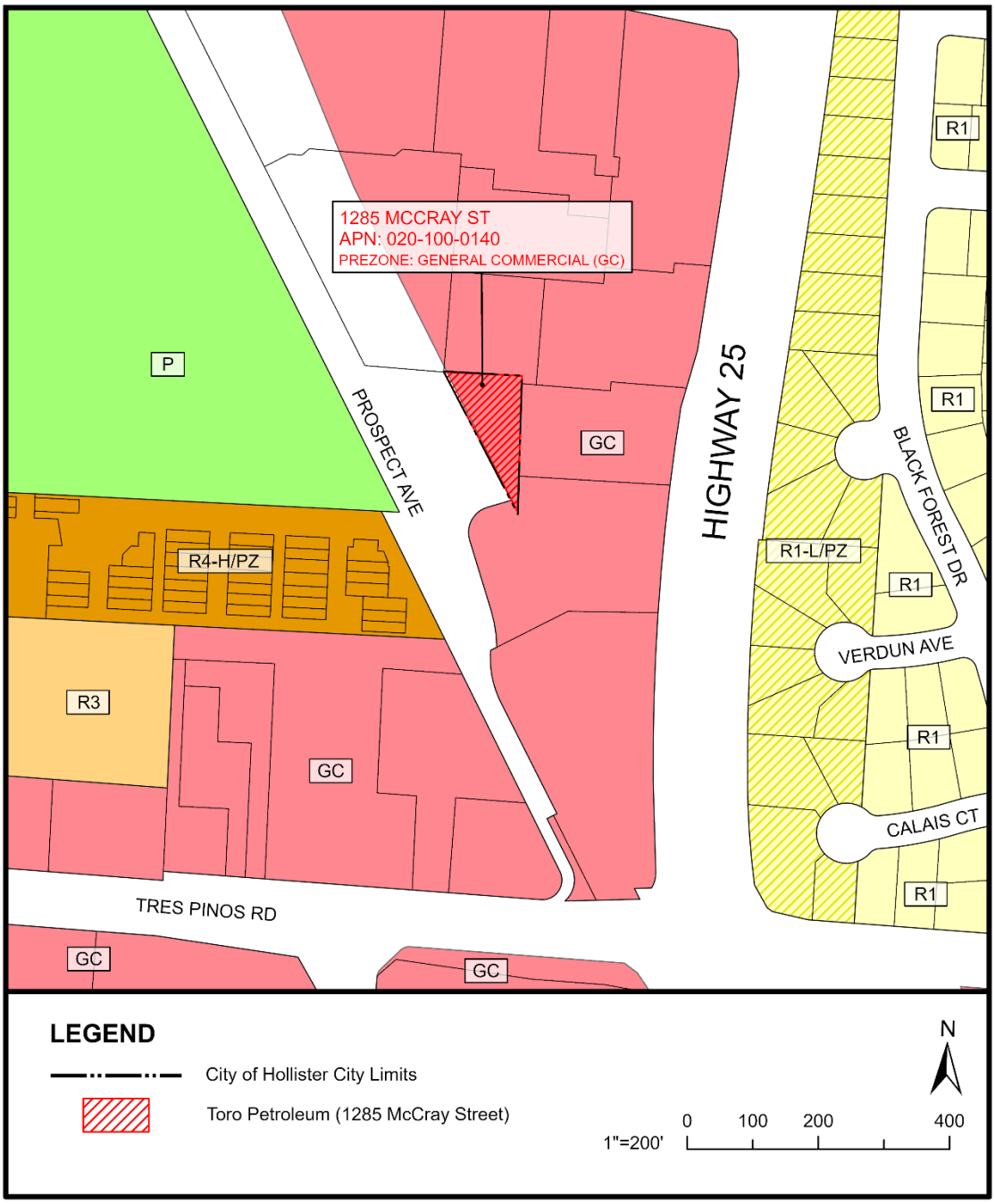
Said Point of Beginning being also the intersection of the division line between the lands formerly of Judah, now of Boynton, and the lands of Herman Smith with the easterly line of the Southern Pacific Railroad Company's right of way and from said point of beginning running along the said division line between Smith and Boynton,

1) South 86° 51" East 115 feet to an iron pipe; thence

2) South 1° 56' West 193.37 feet to an iron pipe set in the said easterly line of the Southern Pacific railroad Company's right of way, thence running along the said easterly line of the Southern Pacific Company's right of way North 28° 24' West 227.1 feet to the place of beginning.

APN: 020-100-014

Exhibit B. Prezone 2025-1



EXISTING ZONING MAP

APN: 020-100-0140 (1285 McCray Street)

Date: 2025-08-07

RESOLUTION 2025-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HOLLISTER RECOMMENDING TO THE CITY COUNCIL APPROVAL OF PREZONING 2025-1 TO PREZONE THE PROPERTY LOCATED AT 1285 MCCRAY STREET (APN 020-100-014) INTO THE GENERAL COMMERCIAL (GC) ZONING DISTRICT (PZ 2025-1)

WHEREAS, on October 15, 2024, the City of Hollister entered into an Agreement for the Purchase and Sale of Surplus Real Property and Joint Escrow Instructions for the Sale of Surplus Property (‘Agreement”) located adjacent to the property located at 1285 McCray Street; and

WHEREAS, as a part of the terms of the Agreement, the Buyer, who is the owner of the adjacent subject parcel APN 020-100-014, has agreed to annex APN 020-100-014 into the City of Hollister city limits as it is currently an unincorporated “island” surrounded on all sides by incorporated property; and

WHEREAS, as a part of the terms of the Agreement, the City has agreed to facilitate the annexation of the subject property; and

WHEREAS, under the provisions of Section 17.24.250 of the Zoning Ordinance, the City Council authorized the initiation of the application for Prezoning 2025-1 on August 18, 2025 (Resolution 2025-108); and

WHEREAS, under the provisions of Section 17.24.250(C) of the Zoning Ordinance, the Planning Commission is charged with receiving, investigating, and recommending to the City Council the approval, modification, or disapproval of prezoning applications based upon the required findings for approval found in Section 17.24.250(E); and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2025 to consider the request, review the staff report, and receive written and oral testimony for and against the proposal; and

WHEREAS, after closing the public hearing, the Planning Commission deliberated and determined to make a recommendation to the City Council in accordance with Section 17.24.250.

NOW, THEREFORE BE IT RESOLVED, that the Planning Commission does hereby recommend, in accordance with Section 17.24.250, that the City Council take the following actions:

1. Approve the application for Prezone 2025-1 as proposed for the annexation of APN 020-100-014 located at 1285 McCracy Street.

2. Adopt a resolution authorizing the submission of an application to annex APN 020-100-014 to the Local Agency Formation Commission.

BE IT FURTHER RESOLVED, that in support of the above recommendation to the City Council, the Planning Commission makes the following findings for Prezone 2025-1:

1. **Finding:** The approval of the project is categorically exempt from CEQA pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines as it involves no expansion of an existing use and involves only a jurisdictional boundary change proposal with no land development or modification to the parcel. There is no proposed development on the parcel to be annexed. There is an existing gas station on the property which is proposed to remain.

2. **Finding:** The amendment is internally consistent with all other provisions of the General Plan because:

   The current general plan land use designation of the parcel is General Commercial. The proposed prezoning is to the General Commercial (GC) Zoning District, which is consistent with the general plan designation. The parcel is an existing unincorporated “island” surrounded on all sides by incorporated properties. The annexation of this parcel with eliminate the “island” condition which is consistent with City General Plan guidance as well as with State law as enforced by LAFCO which indicates that islands should not be created.

3. **Finding:** The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare because:

   The property is an unincorporated island. The annexation of the parcel will obligate the property owner to contribute toward property taxes in the city. The City has historically maintained surrounding infrastructure on behalf of this property, without the property’s contribution toward this maintenance. Annexation will ensure that the fair contribution via property taxes is received in return for ongoing public maintenance for and surrounding this currently unincorporated parcel, which is of public interest to city taxpayers. Additionally, the property is currently served by a septic tank. The regional water board has adopted policies desiring to phase out septic tanks on small parcels. Though the septic tank is currently functional, should it fail in the future, the property would be required to connect to the City’s municipal sanitary sewer system. Proactive incorporation of the parcel will allow for administrative connection to the sanitary sewer system in the case of a failure or any other emergency in the future, which will ensure timely facilitation of such a connection – protecting the surrounding properties and public from any prolonged health and safety consequences of such a failure.

The project has been determined to be categorically exempt from CEQA related to any potential environmental impacts (Section 15301, Existing Facilities) because there are no changes to the existing use or site development proposed for the annexed parcel.

4. **Finding:** The affected site is physically suitable (including absence of physical constraints, access, and compatibility with adjoining land uses, and provision of utilities) for proposed or anticipated uses or development because:

   The property contains an existing gas station (Toro Petroleum). No development of the site to be annexed is proposed, and the existing gas station is intended to remain. The proposal will only result in a jurisdictional boundary change.

PASSED AND ADOPTED, at a regular meeting of the City of Hollister Planning Commission held on the 28th of August 2025 by the following vote:

AYES: Torres de Luna, Rodriguez, Hernandez, Perez
NOES: None
ABSTAIN: None
ABSENT: Belong

Chairperson of the Planning Commission
of the City of Hollister

ATTEST:

Eva Kelly, Secretary

Please Note

It is the sole responsibility of the project applicant to comply with the conditions and findings as approved, modified, or added by the Planning Commission. It is recommended that the applicant review these conditions carefully and if any questions arise as to compliance with the conditions, please do not hesitate to contact the staff planner. Also, if you do not agree with the proposed conditions, you have an opportunity to present your case to the Planning Commission at their meeting. In addition, the City provides for a 15-day appeal period.

STAFF REPORT
HOLLISTER CITY COUNCIL
MEETING DATE: October 6, 2025
REPORT # Community Development-2025-64

AGENDA ITEM: AMENDMENTS TO THE ZONING ORDINANCE (ZOA 2025-3) AMENDING LANGUAGE IN THE ZONING ORDINANCE RELATED TO LEGISLATIVE UPDATES, USE MATRIX, AND DEFINITIONS

DEPARTMENT: Community Development
DEPARTMENT HEAD: Rod Powell, Assistant City Manager
STAFF CONTACT: Erica Fraser, Consulting Senior Planner

RECOMMENDED ACTION: Hold a public hearing and introduce an ordinance approving amendments to the Zoning Ordinance related to Phase 2 of the Zoning Ordinance Comprehensive Update.

DISCUSSION: Staff's discussion of the proposed amendments are separated into the following categories.

Background

Staff are proposing several amendments to the Zoning Ordinance to comply with recent changes in State Law; provide additional definitions to support the permitted and conditionally permitted land uses; to ensure that residential dwellings are included in mixed-use developments; for consistency between all use tables and the definitions; and related amendments for clarity.

This clean-up is part of staff's overall goal to comprehensively update the existing Zoning Ordinance. The proposed amendments will provide clarity for Staff and the public while staff continue to work on the overhaul.

The proposed phases of the overhaul are as follows:

- Phase 1 – Edits to the Zoning Ordinance for consistency with State Law. In the past two years, Staff have made several amendments to the Zoning Ordinance for consistency with State Law. This Phase is on-going and as needed.
- Phase 2 – Edits to the Use Tables and Definitions. Staff have identified this as an important step in order to clear up inconsistencies and provide clear definitions for each use listed in the use tables.
- Phase 3 – Comprehensive update of permitting requirements. Staff intend to repeal and replace Chapter 17.24, Administration and Enforcement, of the Zoning Ordinance. Planning Commission Study Sessions on the modifications began in September.
- Phase 4 – Remainder of the Zoning Ordinance.

The Planning Commission reviewed the proposed amendments during a Study Session on June 26, 2025. On August 28, 2025, the Planning Commission adopted Resolution No. 2025-20 recommending City Council approval of the proposed amendments.

The City has created a webpage which provides information on upcoming meetings and study sessions related to the Overhaul. The webpage can be accessed from the Planning Department's page or https://hollister.ca.gov/government/departments/development_services/planning/zoning_ordinance_updates.php

Legislative Clean-up

Several amendments to the Zoning Ordinance are required to comply with State Law. These amendments are described in further detail below.

Chapter 17.26, Two-Unit Residential Developments and Urban Lot Splits

The definition of Accessory Dwelling Unit in Section 17.26.030 must be amended to correct the Government Code Section identified which was changed under SB 477 (the State's regulations for Accessory Dwelling Units were moved within the Government Code). For consistency with the updated Government Code, the Section reference must be changed to Section 66313.

Chapter 17.34, Density Bonus

The State of California has passed several bills which amended required regulations for Density Bonuses. These required modifications to our Zoning Ordinance are as follows:

- Amendments to required concessions and amendments (SB 713).
- Amendments to how density is calculated in a mixed-use development (AB 2334).
- Required to allow density bonuses for shared housing development (AB 682).
- Modifications to the definition of student housing developments (AB 3116).
- Modifications to developments that qualify as senior housing (AB 3116).

The proposed amendments to this Chapter are included in Attachment 2. New text is shown in **bold and underlined font** and deleted test is shown in ~~red strikethrough~~.

Religious Assembly

Churches and Places of Worship are regulated by the Religious Land Use Protection Act (RLUPA). Churches and Places of Worship (defined as 'Religious Assemblies' in the Zoning Ordinance) must be allowed with the same permitting requirements as similar uses (or gathering type uses). To comply with these requirements, several modifications are required and are shown on the amended use tables discussed in further detail below.

Required Uses

Several uses are required to be permitted or allowed with a Conditional Use Permit that are not included in the City's Use Tables. Staff have added the uses (such as Emergency Shelters) as required by the State. These amended uses are included in the use table modifications which are described in detail below.

Minor Modifications to Use Tables

Most of the proposed modifications related to the Use Tables are for clarity, for consistency, to match the existing definitions, and to eliminate the number of types of uses listed which can be included within other use types. Additionally, staff are recommending the removal of references to "S&A" within the use tables (indicating the requirement for Site & Architectural Review, as the requirement for *design review* is separately processed from the requirement for a *use permit*. It is most appropriate for the land use tables to identify whether a use is permitted, not permitted, or conditionally permitted, while separately, depending upon the location, type, and scope of development or tenant improvement activities, administrative or planning commission-level design review might also be required.

Due to the number of modifications and to ensure formatting consistency across all use tables, Staff is proposing to repeal and replace each use table in the Zoning Ordinance with a new consistently formatted table. Staff have attached redlined Sections of the Zoning Ordinance showing the proposed modification. All proposed deleted text is shown in ~~red font with strikethrough~~ and new text is in **bold font and underlined**. Reformatted tables will be provided to the Planning Commission at the public hearing.

A summary of the proposed amendments to each table is provided below.

Table 17.04.020 – Residential zone land uses and permit requirements (see Attachment 3).

- Transitional Housing and Community Care Facilities (required by State Law) has been added to the table.
- Permit requirements for Supportive Housing have been added (currently this use type is blank).
- Permit requirements for Family Day Cares have been revised to comply with State Law.
- Use names have been revised for consistency with the definitions and other use tables in the Zoning Ordinance.
- Notes at the end of the Table have been added to the definitions section, where possible, to eliminate the number of notes at the bottom of this table.

Section 17.06.020, Home Office Zoning District (Attachment 4)

- Staff are proposing to repeal Section 17.06.020 and replace with a table, similar to the other zoning districts, listing uses and permitting requirements.
- Minor modifications related to consistency with the definitions are also proposed.

Section 17.08.020 – Commercial and Mixed-Use Zones and Permit Requirements (Attachment 5)

- Minor modifications to use names for consistency with definitions and other use tables.
- Added Tasing Rooms as a permitted use.
- Changed Religious Assembly to allowed with an Administrative Permit Review as required by State Law.
- Added Emergency Shelters as required by State Law.
- Added Bail Bonds as a use.
- Deleted notes which are covered in other sections of the Zoning Ordinance or were added to the definitions to limit the number of notes at the end of the Table.
- Deleted the note in Section 17.08.020 which lists the permitting requirements which are covered in the table and in other sections of the Zoning Ordinance and causes some confusion and may lead to conflicting sections.

Section 17.10.020 - Industrial Zone Districts and Land Uses (see Attachment 6)

- Use names have been revised for consistency with the definitions and other use tables in the Zoning Ordinance.
- Emergency Shelters (required by State Law) have been added and require a Conditional Use Permit in the M1 (Light Industrial) district.
- Several use types were redundant and moved within the definition of another use type (or were already included). For example, 'furniture and fixtures manufacturing' is currently listed on the use table but also falls within the use type of 'manufacturing.'
- Recreation types have been renamed to 'Commercial Recreation, Indoor – Major – Minor and Outdoor' for clarity.
- Deleted the note in Section 17.10.020 which lists the permitting requirements which are covered in the table and in other sections of the Zoning Ordinance and causes some confusion and may lead to conflicting sections.

Airport Zone Districts Land Use and Permit Requirements (Attachment 7)

- Several use types were redundant and were relocated. For example, 'Airport administration and maintenance buildings and facilities' and 'Federal Aviation Administration flight services facilities' (in addition to others) have been wrapped into a new definition 'Airport and Related Services.'
- Use names have been revised for consistency with the definitions and other use tables in the Zoning Ordinance.
- Added use types to allow for more uses in the airport including uses that are currently in the district.
- Deleted notes which list the permitting requirements which are covered in the table and in other sections of the Zoning Ordinance and cause confusion and lead to conflicting sections.
- Deleted notes that are already noted in other sections of the Zoning Ordinance.

Open Space, Park and Public Facilities Land Use and Permit Requirements (Attachment 8)

- Deleted notes at the beginning which are noted in other sections of the Municipal Code.
- Use names have been revised for consistency with the definitions and other use tables in the Zoning Ordinance.

Definitions

Definitions of terms and uses are currently located in Section 17.02.020 of the Zoning Ordinance.

Due to the number of modifications and to ensure formatting consistency (the formatting of the definitions is currently inconsistent throughout), staff are proposing to repeal Section 17.02.020 and add Chapter 17.68, Definitions, with consistently formatted definitions. All proposed deleted text is shown in red font with strikethrough and new text is in bold font and underlined (Attachment 9).

The following changes are proposed to this Section.

- Several of the definitions previously had a title that did not match the title used in the use tables and these have been corrected for consistency.
- Several uses did not have definitions, and these uses have been added.
- Additional definitions to aid staff and the public have been provided.
- Where possible, similar use types were deleted from a previous section and grouped together.
- Minor edits were made for clarity.

Staff are aware that some sections of the Zoning Ordinance may be inconsistent with the modifications in the definitions section. The purpose of this update is to ensure consistency between the uses listed in each Use Table and the definitions for clarity and to assist staff with inquiries into allowed uses. The remainder of the Zoning Ordinance will be updated to ensure consistency across all sections of the Zoning Ordinance during Phase 3 of the overhaul.

Other Modifications

Staff are also proposing additional modifications to various Sections of the Zoning Ordinance.

Project Sign Notification

Staff are requesting that Section 17.24.070(D) be repealed and replaced with the following:

> *"Notice of Proposed Project Notification Sign.* For all projects that require review of a Conditional Use Permit, Site and Architectural Review, Minor Subdivision,

Tentative Map, Planned Unit Development, Pre-zone, Annexation, Variance, General Plan Amendment, or Re-zoning, the applicant shall install a sign or signs on each site of the proposed project in accordance with the City's requirements. Upon notification by staff, a project notification form shall be installed in accordance with the City's regulations within 30 days. No application shall be deemed complete until the project notification sign is installed."

Staff have developed new, more user-friendly guidelines that will adequately notify the public of development projects. The inclusion of these guidelines into the Zoning Ordinance is not appropriate as ss these guidelines may be updated from time to time to reflect the changing needs of the community and the details and specifications are long.

New sign guidelines are available to developers and will be posted on the City's website.

Mixed-Use Projects

The City currently does not include a requirement for housing to be constructed as part of a mixed-use development. This has led to concerns about the City's ability to achieve our RHNA (Regional Housing Needs Allocation) in that the Housing Element identifies the mixed-use properties as being eligible to assist the City in meeting our RHNA numbers. However, without a requirement to require housing, there have been project proposals received that do not include both uses. Many of the mixed-use designated sites within the city are also Housing Element sites or are proposed to be a Housing Element site in the 6th Cycle Housing Element Update. Whenever a site that was proposed for housing the Housing Element is removed, the city is required to find a replacement site under "no net loss" requirements.

Staff are proposing to amend Section 17.08.010(D) to include the following (new text in bold and underlined):

> "D. Mixed Use Districts. **Mixed-Use Districts are intended to provide both commercial and residential uses on one property or development to support the needs of the City and ensure that housing is constructed to meet the City's Regional Housing Needs Assessment and provide a mix of house types for the community. All mixed-use projects are required to provide residential dwellings that meet the City's required density for that designation in addition to commercial space.**"

Uses Not Listed

Staff are proposing a repeal of Section 17.02.050(C) and to replace it with the following to clarify what happens is a use is not listed within the use tables:

> "C**.** Allowable Uses of Land.
>
> 1. Non-Permitted Land Uses. A land use not listed in a land use and permit requirements table is not permitted if the use is not listed in the land use table for that zoning district. The use is also not permitted even if listed as a permitted use in one or more other

zoning districts. In such a case, the absence of the use in the land use regulation table means that the use is prohibited in the zoning district.

2. Uses Not Listed in Zoning Ordinance. If a use is proposed that is not specifically listed in any of the land use and permit requirement tables or definitions, the Community Development Director may determine that the proposed use is equivalent to a permitted or conditionally permitted use if all the following findings can be made:
    a. The use is similar to other uses allowed in the zoning district.
    b. The density or intensity of the use is similar to other uses in the zoning district.
    c. The use is compatible with permitted or conditionally permitted uses in the zoning district.
    d. The use will meet the purpose/intent of the zoning district.
    e. The use is consistent with the goals and policies of the General Plan.
    f. The use will not be detrimental to public health, safety, or welfare.
    g. The use will comply with all local, state and federal laws.
3. When the Community Development Director determines that a proposed use is equivalent to a listed use, the proposed use shall be treated in the same manner as the listed use with respect to development standards, permits required, and all applicable requirements of the Zoning Ordinance."

FISCAL IMPACT: $0

PREVIOUS COUNCIL OR COMMISSION ACTION: The Planning Commission reviewed the proposed amendments during a Study Session on June 26, 2025. On August 28, 2025, the Planning Commission adopted Resolution No. 2025-20 recommending City Council approval of the proposed amendments.

CEQA: The proposed Zoning Ordinance amendments are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines because the proposed amendments will not result in any direct physical change to the City and any future development projects will be subject to the requirements of CEQA and therefore the proposed amendments are not a project under CEQA and are exempt from further review (CEQA Guidelines, Section 15378).

CONCLUSION: Several of the proposed amendments to the Zoning Ordinance are necessary to address recent changes in State Law. Other proposed amendments seek to provide much needed clarity and to ensure that there are adequate definitions to support each use listed in the Use Tables. These revisions will ensure that the City of Hollister's Zoning Ordinance and Municipal Code are user friendly for both the public and staff.

ATTACHMENTS:

1. Ordinance approving amendments to the Zoning Ordinance.
2. Proposed modifications to Chapter 17.34, Density Bonus

3. Proposed modifications to Table 17.04.020 – Residential zone land uses and permit requirements
4. Proposed modifications to Section 17.06.020 – Home Office
5. Proposed modifications to Section 17.08.020 - Commercial and Mixed-Use Zones and Permit Requirements
6. Proposed modifications to Section 17.10.020 - Industrial Zone Districts and Land Uses
7. Proposed modifications to Airport Zone Districts Land Use and Permit Requirements
8. Proposed modifications to Open Space, Park and Public Facilities Land Use and Permit Requirements
9. Proposed modifications to Definitions

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLISTER APPROVING ZONING ORDINANCE AMENDMENT 2025-3 AMENDING VARIOUS SECTIONS OF TITLE 17 ZONING TO CLARIFY DEFINITIONS AND USE TABLES ACRESS ALL CITY ZONING DISTRICTS, AS WELL AS TO PROVIDE MINOR CLARIFICATION AND LEGISLATIVE CLEAN-UP RELATED TO DENSITY BONUS AND TO REFLECT CHANGES IN STATE LAW

WHEREAS, the City occasionally initiates an amendment to the Zoning Ordinance in order to clarify provisions in the Zoning Ordinance or to reflect current conditions in the City and to comply with state law; and

WHEREAS, staff is requesting an amendment to several Sections in the Zoning Ordinance for clarity, to provide new definitions, and to comply with recent changes in state law; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 28, 2025, and adopted Resolution No. 2025-20 recommending the adoption of Zoning Ordinance Amendment 2025-3 to the City Council; and

WHEREAS, on October 6, 2025, the City Council held a duly noticed public hearing to consider the adoption of Zoning Ordinance Amendment 2025-3; and

WHEREAS, the proposed Zoning Ordinance amendments are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines because the proposed amendments will not result in any direct physical change to the City, and any future development projects will be subject to the requirements of CEQA and therefore the proposed amendments are not a project under CEQA and are exempt from further review (CEQA Guidelines, Section 15378).

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF HOLLISTER DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.02.020, Definitions, is hereby repealed in its entirety.

SECTION 2. Chapter 17.68, Definitions, is hereby adopted to read as follows:

Chapter 17.68 Definitions

17.68.001 Purpose and Intent. This section provides definitions of terms and phrases used in this Zoning Ordinance that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other chapters of the City Code, these definitions shall prevail for the purposes of this Zoning Ordinance. If a word is not defined in this chapter, or other chapters of the City Code, the most common dictionary definition is presumed to be correct. Words used in the

present tense shall include the future; words used in the singular shall include the plural; the word "shall" or "must" is mandatory, and the word "may" is directory.

17.68.010 24-Hour Operations. 24-hour operations means any land use which is open to employees, business operations, and/or the public for twenty-four (24) hours in any single day, with no period of closure.

17.68.020 Accessory Dwelling Unit. Accessory Dwelling Unit means a second permanent dwelling that is accessory to a legally constructed primary dwelling on the same site in a residential zoning district. A secondary unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. See Chapter 17.32.

17.68.030 Accessory Structure. Accessory structure is a detached structure which is incidental to a lawfully established principal structure on the same lot and used to support a lawfully established use.

17.68.040 Accessory Use. An accessory use is a use that is subordinate to the principal use on the same lot as authorized by the specific zoning district and serving a purpose customarily incidental to the principal use, without altering the character of a lawfully allowed use, as determined by the Community Development Director.

17.68.050 Adult. An adult is a person aged 18 or over.

17.68.060 Adult Entertainment Establishment. Please refer to Section 17.22.050, Adult Entertainment Establishments, for definitions and requirements for this use type.

17.68.070 Affordable Housing. Affordable housing means housing units affordable to families earning at or below 120 percent of the county median income, including very low, low, median and moderate-income units. The specific affordability levels shall be established by the Department of Housing and Community Development in the State Income Limits for San Benito County.

17.68.080 Agent. An agent is a person authorized in writing by the property owner to represent and act for a property owner in contacts with city employees, committees, Commissions, and the Council, regarding matters regulated by this Zoning Ordinance.

17.68.090 Agriculture. Agriculture means farming, dairying, pasturage, apiaries, horticulture, viticulture and animal or poultry husbandry, but not including the commercial feeding of garbage or offal to swine or other animals.

17.68.100 Agriculture Employee Housing. Agricultural employee housing is living quarters for farm or agricultural laborers located on or adjacent to the agricultural operations.

17.68.110 Airport. An airport is an area used for aircraft landing, flight services, administration offices, terminals (executive and general), take-off, storage, and maintenance, airport related buildings, aircraft operations and related facilities, aprons and taxiways, tie-down areas, hangers, control towers, safety lights, communications equipment, and related structures.

17.68.120 Aircraft Chartering and Leasing. Aircraft chartering and leasing is a company which provides a service where a company, individual or organization can hire the company to fly to a specific destination or where a licensed pilot can lease or rent a plane for personal uses.

17.68.130 Aircraft Fuel Facility. An aircraft fuel facility is a facility which sells fuel or lubrication for use in aircrafts.

17.68.140 Aircraft Manufacturing. Aircraft manufacturing means the manufacture of aircraft or aircraft components, electrical systems, parts or other items used on airplanes.

17.68.150 Aircraft Repair or Services. Aircraft repair or services means the repair of all components of an airplane or servicing of the airplane including washing, maintenance services or painting.

17.68.160 Aircraft Research and Design. Aircraft research and design means a business involved in the design and testing of aircrafts and aircraft related components.

17.68.170 Aircraft Sales. Aircraft sales is the sale or leasing of an airplane or airplane components or accessories.

17.68.180 Air Cargo Facilities. Aircraft cargo facilities means a place where a company or organization loads and moves goods by aircraft for profit.

17.68.190 Air Freight Terminal. An aircraft terminal means a facility which loads goods onto planes for transport, but does not include the ownership of the planes.

17.68.200 Aircraft Parking, Tie-Down and Aircraft Hangers or Shelters. Aircraft parking, tie-down and aircraft hangers or shelters means the parking, temporary locating, or storage of an aircraft within a structure or on a paved area.

17.68.210 Alcohol Sales, Retail. Retail alcohol sales means the sale of beer, wine, and or liquor for consumption off site.

17.68.220 Alley. An alley is a public or private roadway that provides vehicle access to the rear or side of lots having other public street frontage and that is not intended for general traffic circulation.

17.68.230 Ambulance Services. Ambulance services is an establishment which provides ambulance services for the public and includes office, storage and maintenance of ambulances, and temporary sleeping facilities for an ambulance crew.

17.68.240 Ancillary Deli or Café. An ancillary deli or cafe means the preparation and sale of food items such as snacks, sandwiches, coffee or specialty drinks, salads, etc. as an accessory use to a lawfully established primary use on the same site.

17.68.250 Animal Kennels or Boarding. Animal kennels or animal boarding means facilities for the keeping, boarding or maintaining of four or more dogs four months of age or older, or four or more cats for commercial purposes, except for dogs or cats in pet shops or animal hospitals.

17.68.260 Animal Sales and Services. Animal sales and services means facilities which sells pets or provides grooming, pet washing, or similar services. The retails sales of pet goods and food is included within the general retail use.

17.68.270 Animal Veterinary Clinics and Hospitals. Animal veterinary clinics and hospitals means an indoor medical treatment facilities used by veterinarians, including large and small animal veterinary clinics, and animal hospitals.

17.68.280 Artist Studio. An artist studio is a facility where an individual(s) produces creative items for sale and/or display and includes pottery, photography, painting, sculpting or other similar mediums. Artist studios include creative spaces for production as well as an area for accessory retail sales.

17.68.290 Assembly Building or Site. Assembly building or site means a building or site that is primarily used for Assembly Use, including but not limited to religious assembly, gymnasiums, libraries, theaters, schools, and community centers.

17.68.300 Assembly Use. Assembly is a use involving the gathering of persons to participate in group or common activity to observe a presentation, performance, or exhibition.

17.68.310 Auditorium. An auditorium is a large room to accommodate an audience for the purpose of speeches, theater and music productions or similar uses, fully enclosed within a building.

17.68.320 Auto Rentals. Auto rentals means a facility where a consumer can rent a vehicle for a fixed amount of time.

17.68.330 Automatic Teller Machine (ATM). An ATM is a machine used by bank and financial service patrons for conducting automated transactions including deposits, withdrawals and fund transfers, without contact with financial institution personnel. The machines may be located at or within banks or in other locations.

17.68.340 Automobile Dismantling Yard. See "Recycling, Scrap, and Dismantling Yards."

17.68.350 Banks and Financial Services. Banks and financial services means financial institutions including: banks and trust companies; lending and thrift institutions, credit agencies; brokers and dealers in securities and commodity contracts; security and commodity exchanges; mortgage brokers; holding (but not predominantly operating) companies; and other investment companies; vehicle finance (equity) leasing agencies. See also "Automatic Teller Machine."

17.68.360 Bail Bonds. Bail bonds means an establishment where an individual or agency acts as a surety and pledge money or property as bail for the appearance of a defendant in court.

17.68.370 Bars. A bar means a structure or space within a structure where alcoholic beverages are sold for on-site consumption and includes bars, taverns, pubs, billiard/pool halls, restaurants where more than 30 percent of the gross floor area is

dedicated to a bar (including the bar and bar seating) and similar establishments ~~where any food service is subordinate to the sale of alcoholic beverages~~. May include entertainment (e.g., live music or dancing, etc.) with approval of a Conditional Use Permit. May also include beer brewing as part of a "brew pub."

17.68.380 Bed and Breakfast Inn. A bed and breakfast inn is a commercial facility designed to appear as a single-family dwelling where bedrooms without individual cooking facilities are rented for overnight lodging (up to 30 days total). This definition does not include "Hotels and Motels," which are defined separately; rooming and boarding houses, which are included under "Multifamily Housing;" or the rental of an entire residence for 30 days or more. Please refer to Section 17.22.080, Bed and Breakfast Inns, for requirements for these types of facilities.

17.68.390 Beauty Salon and Barber Shop. A beauty salon or barber shop means an establishment that provides hair cutting, styling, and similar services. In the Home Office Zoning District, these establishments are limited to two chairs and two employees operating at one time.

17.68.400 Building. See "Structure."

17.68.410 Building Material Store. A building materials store means a primarily indoor (in a commercial building) retail establishment selling lumber and other large building materials, and also including paint, wallpaper, glass, fixtures, nursery stock, lawn and garden supplies (which may also be sold in hardware stores, included under the definition of "Retail Stores, General Merchandise"). Includes all stores selling to the general public, even if contractor sales account for a larger proportion of total sales. Includes incidental retail ready-mix concrete operations, when the area is not visible from the public right of way. Exterior storage as an ancillary use may be allowed with a Conditional Use Permit and requires screening from the public right of way. These stores may not be located within a mixed-use building.

17.68.420 Building Site. A building site means the land area, consisting of one or more lots or parcels of land under common ownership or control, considered as the unit of land occupied or to be occupied by a main building or buildings and accessory buildings, or by a principal use and use accessory thereto, together with such parking and loading spaces, yards and open spaces as are required by this chapter, and having its principal frontage on a street, road, or highway not to include an alley.

17.68.430 Business Support Services. A business support service is an establishments primarily within structures, providing other businesses with services including maintenance, repair and service, testing, rental, etc. including blueprinting, business equipment repair (excluding vehicle repair), computer services, copy and printing services, film processing, on-site repairs, janitorial services, and window cleaning.

17.68.440 Caretaker and Employee Housing. Caretaker and/or employee housing means a temporary or permanent residence that is accessory to a nonresidential primary use of the site, where needed for security or 24-hour care or supervision.

17.68.450 Cargo Container. See "Shipping Container."

17.68.460 Carport. A carport is a detached structure enclosed on two or fewer sides without a door used for storage of vehicles used by occupants of the premises.

17.68.470 Catering. Catering means an establishment where food is prepared and assembled for the delivery and off-site consumption of food at another location.

17.68.480 Cemeteries, Columbariums and Mortuaries. Cemeteries, columbariums and mortuaries means an internment establishments engaged in subdividing property into cemetery lots and offering burial plots or air space for sale. Includes animal cemeteries; cemetery, mausoleum, crematorium and columbarium operations, and full-service funeral parlors, whether accessory to or separate from a cemetery or columbarium.

17.68.490 Chemical Plants. Chemical plans are manufacturing establishments that produce or use basic chemicals and establishments creating products predominantly by chemical processes. This use type also includes sales and transportation establishments handling the chemicals described above. Establishments classified in this major group manufacture three general classes of products:

1. Basic chemicals including acids, alkalizes, salts, and organic chemicals;

2. Chemical products to be used in further manufacture, including synthetic fibers, plastic materials, dry colors, and pigments; and

3. Finished chemical products to be used for ultimate consumption including drugs, cosmetics, and soaps; or to be used as materials or supplies in other industries, including paints, fertilizers, and explosives.

17.68.500 Child. A child means a person under the age of 18.

17.68.510 City. City means the city of Hollister, state of California, referred to in this Zoning Ordinance as "city."

17.68.520 City Council. City Council means the City Council of the city of Hollister, state of California, referred to in this Zoning Ordinance as "council."

17.68.530 Clothing Factory. A clothing factory is a manufacturing establishments producing clothing, and fabricating products by cutting and sewing purchased textile fabrics, and related materials including leather, rubberized fabrics, plastics and furs. Custom tailors and dressmakers not operating as a factory and not located on the site of a clothing store ("General Merchandise Stores") are instead included under "Personal Services."

17.68.540 Clubs and Lodges. Clubs and lodges means permanent meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests, excluding commercial recreation and entertainment. This classification includes union halls, social clubs, community pools, and youth centers.

17.68.550 Chemical Plants. A chemical plant is a facility which manufactures raw or refined chemicals for use in other industries. Does not include facilities which include the storage, manufacture, or use of hazardous materials.

17.68.560 Combined Zone or Zoning District. A combined zone or zoning district shall have the same meaning as Mixed-Use Zone or Zoning District.

17.68.570 Commercial Filming. Commercial filming means the filming of an event, activity, music video, performances, movie, television show, or commercial on public or private property.

17.68.580 Commercial Recreation. Commercial recreation includes, the following use types. Ancillary sales of food and beverages or goods (related to the use) is allowed for all use types:

1. **Commercial Recreation, Minor** means establishments (under 25,000 square feet) which provide physical fitness services or amusement and entertainment and includes but is not limited to, bowling alleys, ice/roller skating rinks, billiard parlors, martial arts studios, indoor tennis or racquetball courts, dance studios, arcades, health and fitness clubs, exercise studios, boxing gyms, indoor games, indoor soccer, indoor hockey, indoor play or party centers, art classes or other indoor uses deemed similar by the Community Development Director.

2. C**ommercial Recreation, Major** means establishments for uses also included in Minor Commercial Recreation which are greater than 25,000 square feet and establishments such as indoor sports arenas (where professional or semi-professional teams meet and where there is a charge for viewing), live theaters, live music establishments, roller derby facilities, bingo halls, indoor mini-golf, indoor go-kart racing other uses deemed similar by the Community Development Director.

3. **Commercial Recreation, Outdoor** means establishments which include indoor and/or outdoor facilities which provide physical fitness services or amusement and entertainment and includes but is not limited to outdoor sport courts, baseball and football stadiums, golf courses, outdoor miniature golf, amusement parks, outdoor go-cart or similar racing, swimming pools, driving ranges, hunting and shooting clubs and other outdoor uses deemed similar by the Community Development Director.

17.68.590 Commission. See "Planning Commission."

17.68.600 Common Area. A common area is an area, or portion thereof, owned in common by all property owners of a subdivision. There may or may not be an open space easement over a common area.

17.68.610 Common Interest Development. Common interest developments includes a condominium, community apartment project, planned development or stock cooperative, as provided by Section 1351 of the Civil Code.

17.68.620 Community Care Facility. A community care facility means a 24 hour residential facility providing non-medial residential care and support for the elderly, sober living, handicapped, group living, dependent children, or those who need non-medical supportive services. Facilities which serve six (6) or fewer persons is considered to be a residential use and is permitted in the residential zoning districts. Facilities which serve 7 or more persons requires approval of a Conditional Use Permit.

17.68.630 Community Center. A community center means multipurpose meeting and recreational facilities typically consisting of one or more meeting or multipurpose rooms, small indoor fitness centers, kitchen or outdoor barbecue facilities, that are available for use by various groups for activities including meetings, parties, receptions, dances, etc.

17.68.640 Concrete, Gypsum and Plaster Production. Concrete, gypsum and/or plaster production means manufacturing establishments producing bulk concrete, concrete building block, brick and all types of precast and prefab concrete products. Also includes ready-mix concrete batch plants, lime manufacturing, and the manufacture of gypsum products (e.g., plasterboard, etc.). A retail ready-mix concrete operation as an incidental use in conjunction with a building materials outlet is defined under "Building Material Stores."

17.68.650 Conditional Use. A conditional use means a land use or activity that is not allowed as a matter of right within a zoning district.

17.68.660 Conditional Use Permit. A Conditional Use Permit or CUP means an approval issued to a landowner allowing a conditional use.

17.68.670 Condominium Project. A condominium project, as defined in Section 1351 of the California Civil Code, means a development consisting of two or more condominiums.

17.68.680 Construction Contractors Yard. A construction contractors yard means a storage area operated by, or on behalf of a contractor licensed by the State of California for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses including offices and repair facilities.

17.68.690 Community Care Facility. A community care facility means a 24 hour residential facility providing non-medial residential care and support for the elderly, sober living, handicapped, group living, depended children, or those who need non-medical supportive services. Facilities which serve six (6) or fewer persons is considered to be a residential use and is permitted in the residential zoning districts. Facilities which serve 7 or more persons requires approval of a Conditional Use Permit.

17.68.700 Convenience Store. A convenience store is a small shop, corner store or mini-mart that sells a variety of household goods included food, groceries, beverages, toiletries, and other household goods.

17.68.710 Cottage Food. A cottage food establishment means a home-based business, that is incidental to the residential use of the dwelling, where individuals

produce and sell approved non-hazardous foods. A Cottage Food operation must operate in compliance with the Health and Safety Code and Chapter 11.5, Cottage Food Operations, of the California Retail Food Code.

17.68.720 Courier and Small Package Delivery. A courier and/or small package delivery means an establishment where a person or company delivers letters, small packages, or documents. Couriers include establishments which deliver by hand, vehicle, or bicycle.

17.68.730 Crop Production. Crop production involves production of grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms; associated crop preparation services and harvesting activities including but not limited to mechanical soil preparation, irrigation system construction, spraying, crop processing and sales in the field of products grown on the premises.

17.68.740 Cultural Institutions. A cultural institutions is an organizations or businesses that preserve, promote, or advance culture, heritage, or the arts and includes the displaying or preserving objects of interest in one or more of the arts or sciences. This classification generally includes libraries, museums, archives, and art galleries where displayed objects are not intended for sale.

17.68.750 Day Care. A day care is a facility that provide non-medical care and supervision of children or adults for periods of less than 24 hours. These facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

1. **Child Day Care Cente**r means a commercial or nonprofit facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. Includes day care centers, employer-sponsored child care centers, and family day care homes, as defined by Health and Safety Code Section 1596.750. These may be operated in conjunction with a school or church facility, or as an independent land use.

2. **Family Day Care Home** means a home that regularly provides care, protection and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away.

3. **Adult Day Care/Health Facility** means an organized day program of therapeutic, social and health activities and services provided to elderly persons with functional impairments, either physical or mental, for the purpose of restoring or maintaining optimal capacity for self-care, as defined in Health and Safety Code Section 1570.7.

17.68.760 Density, Gross. Gross density means the number of primary residential dwellings per acre of land within a project site.

17.68.770 Department. Department means the city of Hollister Community Development Department referred to in this Zoning Ordinance as "Department."

17.68.780 Detached. Detached means any structure that does not have a wall or roof in common with another structure.

17.68.790 Developer. A developer is an owner, project proponent, or subdivider with a proprietary interest in a proposed or constructed project.

17.68.800 Development. A development is any construction activity or alteration of the landscape, its terrain contour or vegetation, including grading, paving and the erection or alteration of structures, alteration of an existing structure or land use, or establishment of a land use.

17.68.810 Development Agreement. A Development Agreement is a contract between the city and an applicant for a development project, in compliance with Chapter 17.24.280 of this Zoning Ordinance and Sections 65864 et seq., of the Government Code.

17.68.820 Development Standards. Development standards are the provisions of this chapter that regulate the site planning and design of a proposed development or new land use, including but not limited to provisions for floor area ratio, height limits, landscaping, minimum lot area and minimum building site area, off-street parking, setbacks, site coverage, signs, and standards for specific land uses.

17.68.830 Director. Director means the Community Development Director of the city of Hollister or his/her designee.

17.68.840 District or Zoning District. A district or zoning district means a portion of the city within which certain uses of land and buildings are prohibited or permitted according to development standards.

17.68.850 Drive-Thru Service and Sales. Drive-thru services and sales means facilities where services may be obtained by motorists without leaving their vehicles. These facilities include drive-up teller windows in banks, drive-thru pharmacies, and facilities where food or other products may be purchased without leaving a vehicle. This service does not include: automatic teller machines (ATMs) or service stations, which are separately defined, or car washes.

17.68.860 Donation Kiosk. A donation kiosk an accessory structure, truck, bin, or other receptable designed for the donation of goods to a non-profit or for-profit organization. Donation Kiosks can be manned by an individual or designed so that donations can be made without assistance.

17.68.870 Elderly. Elderly means a person 55 years of age or older but also includes other adults who are chronically ill or impaired and who would benefit from adult day health care, as defined in Health and Safety Code Section 1570.7.

17.68.880 Emergency Shelter. An emergency shelter is a facility that provides temporary (30 days or less) housing for homeless individuals or families.

17.68.890 Equestrian Facilities. Equestrian facilities means commercial horse, donkey, and mule facilities including horse ranches, boarding stables, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals and paddocks accessory and incidental to these uses.

17.68.900 Equipment Sales, Services and Rentals, Indoor. Indoor equipment sales, services and rentals means a facility that sells or rents equipment, or the related repair or services thereof, to individuals or a business. Equipment can include but is not limited to tools, restaurant equipment, forklifts, machinery, medical equipment and is contained entirely within a building. This use may also include the repair of equipment sold by the establishment. This type of facility is not permitted within a mixed-use building.

17.68.910 Equipment Sales, Services and Rentals, Outdoor. Outdoor equipment sales, services, and rentals means a facility that sells or rents equipment, or the related repair or services thereof, to individuals or a business, including the storage of equipment outside of a building. Equipment can include but is not limited to tools, construction equipment, forklifts, and machinery. This use may also include the repair of equipment sold or rented by the establishment. Outdoor facilities shall be screened from view by a wall or solid fence. This type of facility is not permitted within a mixed-use building.

17.68.920 Façade. A façade is that portion of any exterior elevation on the building extending from grade to top of parapet, or eaves, and the entire width of the building elevation.

17.68.930 Family. A family means one or more persons occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include necessary servants.

17.68.940 Farm Equipment and Supplies Sales, Indoor. Indoor farm equipment and supplies sales means establishments selling or renting agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching within an enclosed building. This type of facility is not permitted in a mixed-use building.

17.68.950 Farm Equipment and Supplies Sales, Outdoor. Outdoor farm equipment and supplies sales means establishments selling or renting agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching which includes sales or storage of products, supplies, or equipment outside or in an unenclosed building.

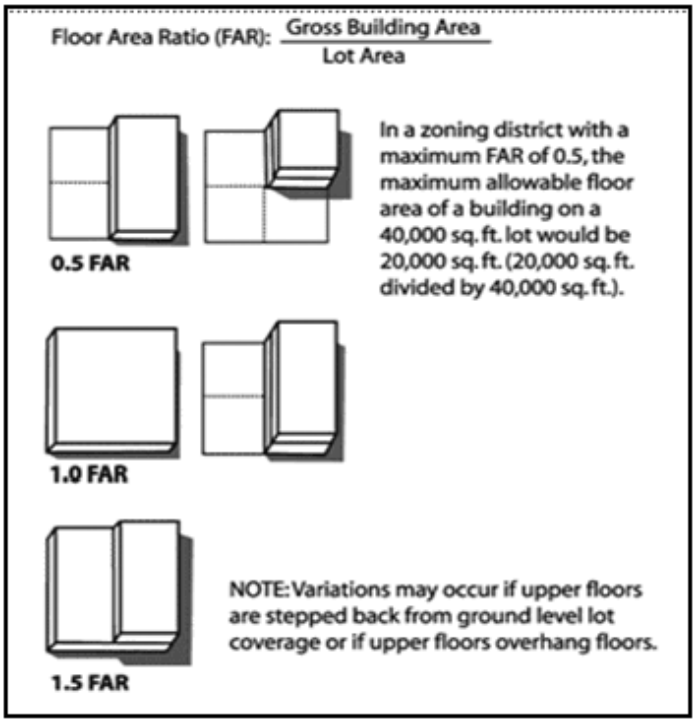
17.68.960 Fence. A fence means continuous physical barrier comprised of wood, wrought iron, chain link, masonry, concrete, or other similar materials as well as vegetation which provides for separation between adjoining sites or areas within a site.

17.68.970 Financial Services. Financial services are establishments that provide banking, credit unions, loan services, security and commodities exchanges, and investment companies.

17.68.980 Floor Area, Gross. Gross floor area means the total area enclosed within a building, including closets, stairways, and utility and mechanical rooms, measured from the interior face of the walls.

17.68.990 Floor Area Ratio (FAR). Floor area ratio means the total floor area of all buildings on a lot, divided by the area of that lot. For example, a building 3,000 square feet of floor area on a 10,000 square foot lot has a FAR of 0.30. See Figure 17.02-1 (Floor Area Ratio).

Figure 17.68-1 Floor Area Ratio



17.68.1000 Food Processing. Food processing means a commercial facility in which food is prepared, processed, packaged, or bottled for off-site sale or consumption.

17.68.1010 Fuel and Ice Dealers. A fuel and ice dealer means retail trade establishments primarily engaged in the sale to consumers of ice, bottled water, fuel oil, butane, propane and liquefied petroleum gas (LPG), bottled or in bulk.

17.68.1020 Funeral Services. Funeral services means an establishment that provides a place for individuals to make funeral arrangements and includes space for memorials, visitations, or gatherings but does not include on-site cremation or burial services (see Cemeteries, columbariums and mortuaries for full service facilities).

17.68.1030 Fortunetelling. Fortunetelling means an establishment where a person is engaged in the forecasting or prediction of the future by means of the occult, psychic power, divination, clairvoyance, prophesy, mindreading, palmistry, tarot reading, astrology, crystal gazing, reading of tea leaves or similar readings or predictions for pay.

17.68.1040 Furniture, Furnishings, and Equipment Stores. Furniture, furnishing, and equipment stores means stores primarily selling home furnishings including furniture, floor coverings, draperies, glass and chinaware, stoves, refrigerators, other household electrical and gas appliances including televisions and home sound systems and outdoor furniture including lawn furniture, movable spas and hot tubs. Also includes the retail sale of office furniture and large musical instruments.

17.68.1050 Garage. A garage is an attached or detached accessory building used for the storage of vehicles or trailers by the occupants of the premises.

17.68.1060 Garage or Yard Sale. A garage or yard sale means the temporary sale of used household goods or items sold by the occupant of the residential dwelling where the sale occurs. Garage or Yard sales are permitted in residential zoning districts and are limited to three sales per year.

17.68.1070 General Plan. A General Plan means the city of Hollister General Plan, including all elements thereof and all amendments thereto, as adopted by the Council under the provisions of Sections 65300 et seq., of the Government Code.

17.68.1080 Glass Products Factory. A glass products factory means manufacturing establishments producing flat glass and other glass products which are pressed, blown, or shaped from glass produced in the same establishment. Does not include artisan and craftsman type operations which are included under handicraft industries and small scale manufacturing.

17.68.1090 Handicraft Industries, Small Scale Manufacturing. Handicraft Industries, small scale and manufacturing means small scale manufacturing establishments not classified in another major manufacturing group, including arts and crafts, jewelry, embroidery, engraving, glass, musical instruments, toys, sporting and athletic goods, pens, pencils, and other office and artists materials; button, costume novelties, miscellaneous notions; brooms and brushes and other miscellaneous manufacturing industries.

17.68.1100 Hazardous Materials. Hazardous materials are any substance that can cause harm to humans, animals, or the environment, either on their own or through interactions with other factors. This includes a wide range of items, including chemicals, radioactive materials, biological agents, or some physical substances.

17.68.1110 Hazardous Materials or Waste Facilities. A hazardous material or waste facility means any facility or land use that includes the production, storage, transport, or other use of hazardous materials.

17.68.1120 Health/Fitness Club. A health or fitness club means fitness centers, gymnasiums, health and athletic clubs including indoor sauna, spa or hot tub facilities; indoor tennis, handball, racquetball, archery and shooting ranges, other indoor sports

activities and limited massage therapy that is incidental to the operation.

17.68.1130 Height, Building. Building height means the vertical distance from the average contact grade level of the building, "grade" as defined herein, to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

17.68.1140 Home Occupation. A home occupation is a business activity conducted entirely within or from an enclosed dwelling unless otherwise permitted in an accessory structure with a conditional use permit. See Section 17.22.130 (Home Occupations).

17.68.1150 Hotel or Motel. A hotel or motel means guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging (of less than 30 days). Hotels provide access from an interior walkway to most guest rooms that do not have kitchen facilities. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities including swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, meeting rooms, restaurants, breakfast rooms, etc.

17.68.1160 Improvement. An improvement means the construction, alteration and repair of all buildings, structures and facilities permanently affixed to real property and appurtenances thereto.

17.68.1170 Junkyard. A junkyard means the use of any outdoor space where waste, discarded or salvaged materials are stored or handled; including automobile wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged housing wrecking and structural steel materials and equipment, except when any such use is accessory and incidental to the permitted agricultural use.

17.68.1180 Laundromat. A laundromat is a self-service washing machines and dryers for public use. Laundromats are considered to be a “Personal Service.”

17.68.1190 Laundries and Dry Cleaning Plants. Laundries and dry cleaning plants means service establishments primarily engaged in high volume laundry and garment services, including: power laundries (family and commercial); garment pressing and on-site dry cleaning; linen supply; diaper service; industrial laundries; carpet and upholstery cleaners. Does not include laundromats or dry cleaning pick-up stores without dry cleaning equipment, which are classified in "Personal Services."

17.68.1200 Live Entertainment. Live entertainment means in person entertainment or performances associated with an established business. Live entertainment includes karaoke, comedy clubs, musical acts (with or without amplified music), theatrical acts, cabaret, DJs, dance performances, or live performances deemed similar by the Community Development Director.

17.68.1210 Live-Work Unit. A live-work unit is a property or properties where residential and commercial uses are allowed where the owner or renter of the unit both lives and operates a business with services or products available to the public on the property. Business operations include all permitted office and commercial uses within the zoning district as well as handicraft manufacturing and artist studios. Telecommuting

or remote office work is not considered a live-work use.

17.68.1220 Lot Coverage. Lot coverage means that portion of a lot or parcel which is occupied by any building or structure. Building and structures include all land covered by the principal dwelling unit, Accessory Dwelling Unit, SB-9 Unit, garages, and accessory structures where more than two sides are covered (such as detached garages, carports, sheds, patio covers, covered front porches). All lot coverage calculations are measured at ground level, second stories are not included within the lot coverage calculation.

17.68.1230 Lot Depth. Lot depth means the distance measured from the front property line to the rear property line, typically along the side property line. Where the lot has angled or irregular side or rear lot lines, the depth shall be measured from the midpoint of the front property line to the midpoint of the rear property line.

17.68.1240 Lot or Parcel. A lot or parcel is an area of real property under single ownership, its principal frontage on a street or right-of-way, and lawfully created and recorded as required by the Subdivision Map Act and city of Hollister ordinances, including this Zoning Ordinance. Types of lots include the following:

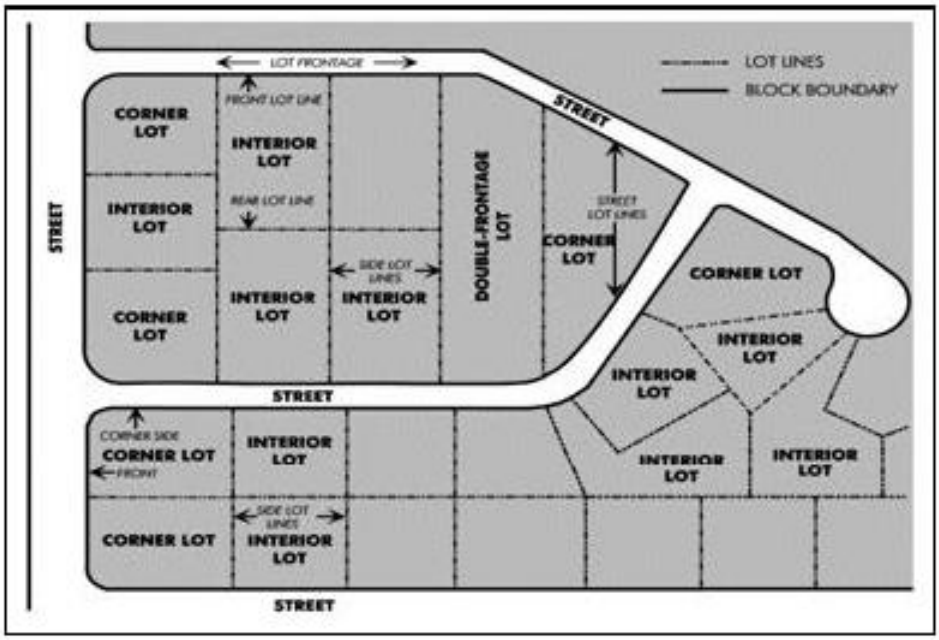
1. **Corner Lot** means a lot located at the intersection of two or more streets, bounded on two or more sides by street lines. The front of a corner lot shall be defined by the location of the main entrance door of the primary structure on the parcel. For a commercial, mixed-use, or multifamily properties where the main entrance to a primary structure cannot be clearly determined, the front of the corner lot shall be established by the Engineering Division at the time at which the parcel is created, or through the address assignment, and shall be the street on which the parcel is addressed.

2. **Double Frontage or Through Lot** means a lot having a frontage on, and rights of vehicular access to, two parallel or approximately parallel streets. For the purposes of determining vehicular access to parallel streets pursuant to this definition, alleys are not streets.

3. **Flag Lot** means an interior lot having access by a corridor having a street frontage of less than 20 feet in width.

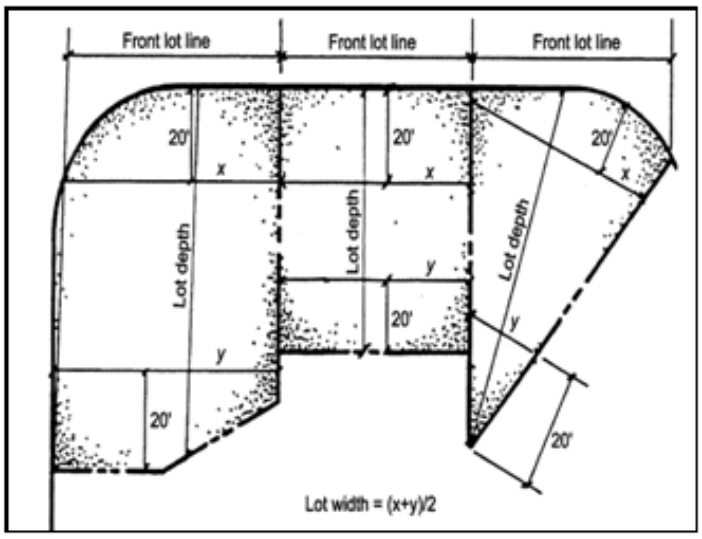
4. **Interior Lot** means a lot abutting only one street. Key lot. The first lot to the rear of a corner lot, the front line of which is a continuation of the side line of the corner lot, exclusive of the width of any alley, and fronting on the street which intersects or intercepts the street on which the corner lot fronts.

Figure 17.68-2 - Lot Types



17.68.1250 Lot Width. Lot width means the width of the lot measured at right angles to its depth at a point midway between the front and rear lot lines. "Average lot width" means the average width of the lot throughout its full depth measured at right angles to the depth.

Figure 17.68-3 - Lot Width



17.68.1260 Lumber and Wood Products Manufacturing. Lumber and wood products manufacturing means processing and sales involving the milling of forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes: all types of milling operations and the turning and shaping of wood products on a manufacturing basis; the assembly of products including trusses and structural beams, wood containers, pallets and skids;;

and the wholesaling of basic wood products. This use type includes indoor storage only. Outdoor storage of any products falls under the Outdoor, Storage use category. Craft-type shops are included in "Handicraft Industries and Small-Scale Manufacturing." Other wood and cabinet shops are included under "Furniture and Fixture Manufacturing." The indoor retail sale of building materials, and the sale of construction tools and equipment is included under "Building Material Stores."

17.68.1270 Manufacturing. Manufacturing means the process of turning raw materials or parts into finished products or parts, including processing, assembly, fabrication, treatment, and/or packaging of such products or parts. Examples include furniture assembly or production, cabinet making, textile manufacturing or large scale clothing assembly, wood product manufacturing, metal manufacturing and uses deemed similar by the Community Development Director. Does not include uses that contain or produce hazardous materials or waste, see Hazardous Materials or Waste Facilities.

17.68.1280 Medical Services—Clinics and Laboratories. Medical clinics and laboratories means facilities primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services. These facilities include: medical, dental, and psychiatric offices (with more than one therapist or counselor and/or group therapy sessions); medical and dental laboratories; out-patient care facilities; and allied health services. Associations or groups primarily engaged in providing medical or other health services to members are included.

17.68.1290 Medical Services—Extended Care. Extended care means residential facilities providing nursing and health-related care as a principal use with in-patient beds, including: skilled nursing facilities with in-patient beds; extended care facilities; convalescent and rest homes; board and care homes. Long-term personal care facilities that do not emphasize medical treatment are classified in "Residential Care Homes."

17.68.1300 Medical Services—Hospitals. Hospitals are establishments primarily engaged in providing diagnostic services, extensive medical treatment including surgical and other hospital services having an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include accessory retail uses (see the separate definition of "Accessory Retail Uses,") and emergency heliports.

17.68.1310 Metal Fabrication, Machine and Welding Shops. Metal fabrication, machine, and welding shops means the assembly of metal parts, including blacksmith and welding shops, sheet metal shops, machine shops and boiler shops, that produce metal duct work, tanks, towers, cabinets and enclosures, metal doors and gates, and similar products.

17.68.1320 Mixed-Use Development or Building. A mixed-use development or building means a site or structure with a combination of residential and commercial uses, in a single or physically integrated group of structures.

17.68.1330 Mixed-Use Zone or Zoning District. A mixed-use zone or zoning district means any zoning designation where Mixed-Use Development is permitted by the General Plan land use designation, and shall mean all of the zoning districts labeled as “Combined Zones” in Section 17.02.030.

17.68.1340 Mobile Food Vending Facility. Mobile food vending facility shall have the same meaning as facilities permitted by Chapter 10.50 of the Municipal Code.

17.68.1350 Mobile Home. A mobile home is a trailer, transportable in one or more sections, that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, which is over eight feet in width and 40 feet in length, with or without a permanent foundation and not including recreational vehicle, commercial coach or factory-built housing which is equipped for human habitation. For purposes of this chapter, a mobile home on a permanent foundation is considered a structure.

17.68.1360 Mobile Home Park. A mobile home park is any site that is planned and improved to accommodate two or more mobile homes used for residential purposes for stays longer than 30 days.

17.68.1370 Motel. See "Hotel or Motel."

17.68.1380 Natural Grade. Natural grade means the contour of the ground surface before any grading (cut or fill).

17.68.1390 Neighborhood Market. A neighborhood market means a small pedestrian-oriented store selling food and beverages (excluding alcohol sales) to the surrounding neighborhood.

17.68.1400 Nonconforming Lot. A nonconforming lot means a lot of record that was legally created prior to the effective date of this Ordinance, but does not meet the current requirements of this chapter because the lot is of a size, shape, or configuration no longer allowed in the zoning district in which the site is located, as a result of the adoption of, or amendments to, this chapter.

17.68.1410 Nonconforming Structure. A nonconforming structure means a structure that was legally constructed prior to the effective date of this Ordinance, but does not meet the current requirements of this Zoning Ordinance because the adoption of or amendments to the Zoning Ordinance made the structure nonconforming in its size, type of construction, location on its site, separation from other structures, number of parking spaces provided, or other features.

17.68.1420 Nonconforming Use. Nonconforming use means a use of land or structure that was legally established prior to the effective date of this Ordinance, but does not meet the current requirements of this Zoning Ordinance because the use is no longer allowed in the zoning district that applies to the site, as a result of the adoption of, or amendments to, this Zoning Ordinance.

17.68.1430 Nursery. Nursery means the retail or wholesale handling of any article, substance, or commodity related to the planting, maintenance, or harvesting of garden plants, shrubs, trees, packaged fertilizers, soils, chemicals, or other gardening item.

17.68.1440 Offices. Offices means establishments including the following:

1. **Business Offices** means establishments providing direct services to consumers, including insurance agencies, real estate offices, post offices (not including bulk mailing distribution centers, which are included under "Vehicle and Freight Terminals"); and

2. **Professional Offices** means an office for the conduct of an administrative or professional services. These types of activities do not include the manufacture, storage, or retail sale of merchandise. Professional offices include but are not limited to accountants, advertising agencies, attorneys, brokerages, consultant services, counseling or therapy office where there is one patient and one licensed provider at one time, data processing, employment agencies, government offices, law offices, management services, architectural or engineering offices, support services, photography studios, and other offices deemed similar by the Community Development Director.

3. **Office Parks** are an area of land in which office buildings are grouped or built together and may be under separate or one ownership. Office parks typically include a consistent circulation pattern, common landscaping, and may include shared parking.

This use type does not include: medical offices, which are allowed under "Medical Services—Clinics and Laboratories."

17.68.1450 Offices, Temporary. Temporary offices means a mobile home, recreational vehicle or modular unit used as: a temporary business or construction office during construction of permanent facilities on the same site. Temporary offices include a temporary on-site real estate sales office for a development project, temporary construction trailer, or a temporary business office in advance of permanent facility construction as authorized by Section 17.24.190 (Temporary Use Permits).

17.68.1460 Organizational Documents. Organizational documents means the declaration of covenants, conditions and restrictions, articles of incorporation, bylaws and any contracts for the maintenance, management or operation of all or any part of a project.

17.68.1470 Outdoor retail sales and activities means permanent outdoor sales and rental establishments including autos, other vehicles and equipment, displays, exterior nurseries associated with a building, and other uses where the business is not conducted entirely within a structure. Sidewalk cafés within the public right-of-way and sidewalk cafés are subject to the requirements in Section 17.22.210 (Sidewalk Café).

17.68.1480 Outdoor Retail Sales, Temporary. Temporary outdoor retail sales means temporary outdoor retail operations including: farmer's markets; seasonal sales of Christmas trees, pumpkins or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales; and retail sales of various products from individual vehicles in temporary locations outside the public right-of-way. Vendors operating within the public

right-of-way and are subject to the provisions of Section 17.22.160 (Outdoor Merchandise Display and Activity), the city of Hollister Municipal Code and applicable state and federal regulations.

17.68.1490 Overlay District. An overlay district means a certain portion of the city wherein regulations relating to specific environmental, physical, or other characteristics (e.g., locational, economic, historical) are imposed in addition to those of the base district covering the land in question.

17.68.1500 Paper Products Production. Paper products production means the manufacture of paper and paperboard (both from raw and recycled materials), and their conversion into products including paper bags, boxes, and envelopes. Also includes building paper and building board mills.

17.68.1510 Parcel. See "Lot."

17.68.1520 Paving and Roofing Materials Production. Paving and roofing materials production means the manufacture of various common paving and roofing materials, including bulk asphalt, paving blocks made of asphalt, creosote wood and various compositions of asphalt and tar.

17.68.1530 Pawn Shop. A pawn shop means a retail establishment whose business is lending money for property deposited at the shop, which remains at the shop until the property is redeemed or sold to another individual. The sale or lending of money for firearms is not permitted within this use type.

17.68.1540 Person. A person means any individual, firm, co-partnership, corporation, company, association, joint stock association; city, county, state, or district; and includes any trustee, receiver, assignee, or other similar representative thereof.

17.68.1550 Personal Improvement Services. A personal improvement service means services or facilities including, but not limited to, music or photography lessons, cooking schools, driving schools (excludes truck driving schools), and diet centers.

17.68.1560 Personal Services. A personal service means establishments providing nonmedically related services, including beauty and barber shops; esthetician (no medical services), shoe repair shops; tanning salons; laundromats; manicurists; and dry cleaning pick-up stores. These uses may also include accessory retail sales of products related to the services provided.

17.68.1570 Pipelines and Utility Lines. Pipelines and utility lines means transportation facilities for the conveyance of: storm water, wastewater, water and crude petroleum; refined petroleum products including gasoline and fuel oils; natural gas; mixed, manufactured or liquefied petroleum gas; or the pipeline transmission of other commodities. Also includes pipeline surface and terminal facilities, including pump stations, bulk stations, and surge and storage tanks. Does not include offices or service centers (classified under "Offices"), distribution substations (classified under "Public Utility Facilities"), or power plants.

17.68.1580 Planned Development. A planned development is a development defined by Section 1351(k) of the Civil Code, a development (other than a community apartment project, condominium or stock cooperative) having either or both of the following features: (1) The common area is owned either by an association, or in common by the owners of the separate interests; (2) A power exists in the association to enforce an obligation of an owner of a separate interest with respect to the beneficial use and enjoyment of the common area by means of an assessment which may become a lien upon the separately owned lot, parcel, or area in compliance with Section 1367 of the Civil Code.

17.68.1590 Planning Commission. Planning Commission means the Planning Commission of the city of Hollister.

17.68.1600 Plastics and Rubber Products Production. Plastic and rubber products production means the manufacture of rubber products including: tires; rubber footwear; mechanical rubber goods; heels and soles; flooring; and rubber sundries from natural, synthetic or reclaimed rubber. Also includes establishments primarily manufacturing tires (establishments primarily recapping and retreading automobile tires are classified in "Auto, Mobile Home, Vehicle and Supplies Sales"). Also includes: establishments engaged in molding primary plastics for the trade, and manufacturing miscellaneous finished plastics products; fiberglass manufacturing, and fiberglass application services.

17.68.1610 Primary Zoning District. A primary zoning district means the residential, commercial, industrial or special use zoning district to which an overlay zone may be applied.

17.68.1620 Printing and Publishing, Limited. Limited printing and publishing means establishments engaged in “quick printing” services including copy services, newsletters, posters, photographs, architectural or engineering plans, brochures, and forms.

17.68.1630 Printing and Publishing, Unlimited. Unlimited printing and publishing shall mean large-scale commercial printers who engage in the publishing, printing, or binding of newspapers, books, magazines, large print banner signs, direct mailers, and other uses deemed similar by the Community Development Director.

17.68.1640 Private Parking Facilities. A private parking facility means a facility where users are charged a fee for parking vehicles for a set period of time.

17.68.1650 Public Road. A public road means a street or highway owned and maintained by the city or the state.

17.68.1660 Public Safety and Utility Facilities. Public safety and utility facilities includes the following:

1. **Public Safety Facilities** means facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

2. **Public Utility Facilities** means fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching, telephone switching facilities; natural gas regulating and distribution facilities; public water system wells, treatment plants and storage; community wastewater treatment plants, settling ponds and disposal fields; corporation and maintenance yards. These uses do not include office or customer service centers (classified in "Offices"), or equipment and material storage yards.

3. **Public Utility Service Yards** means a facility owner and operated by a public utility company for the purpose of storage of vehicles and materials related to the maintenance, repair or construction of utilities. These uses may also include ancillary offices or a dispatch center.

17.68.1670 Recreational Vehicle (RV). A recreational vehicle means motor home, travel trailer, truck camper, or camping trailer, with or without motor power, originally designed for temporary human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.

3. It is built on a single chassis.

4. It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

17.68.1680 Recreational Vehicle Park. A recreational vehicle park means a facility where people with a recreational vehicle (RV) can stay overnight in allotted spaces. Recreational vehicle parks allow for temporary stays of less than 30 days. Longer stays are allowed in Mobile Home Parks.

17.68.1690 Recreation Facility. Recreational facility means an area or space within a project (exclusive of any required setback areas) to be used exclusively for leisure and recreation purposes by occupants of units in a project and their guests. Accessory structures such as swimming pools and recreation buildings shall constitute recreation facilities.

17.68.1700 Recycling Facility. Recycling facility means a facility that accepts reusable material including metals glass, plastic, concrete, paper and organic material. Recycling facilities do not include the donations of other goods intended for resale or charitable purposes and includes the following:

1. **Recycling Facilities, Major** includes the following:

    a. **Greenwaste Facilities** which means a center that accepts yard and other organic materials and reprocess into compost and other products.

    b. **Processing Facility** which means a structure or enclosed space used for the collection and processing of recyclable materials and certified as a recycling facility by the State of California.

2. **Recycling Facilities, Mino**r includes the following, but does not include donation stations or facilities for the donation of goods for resale or charity:

    a. **Reverse Vending Machine(s)** which means a machine or device that accepts beverage or other containers and provide a refund in return.

    b. **Small Collection Facilities which** means a recycling facility which occupy an area of 350 square feet or less and may include:

        i. **Mobile Unit which** means a self contained system designed to accept recycled materials for processing at another location,

        ii. **Bulk Reverse Vending Machines** which means a a grouping of reverse vending machines occupying more than 50 square feet, and

        iii. **Kiosk Unit** means a kiosk, which may include permanent structures, which accepts goods and/or materials for recycling or donation.

17.68.1710 Religious Assembly. Religious assembly means any religious organization facility operated for worship or promotion of religious activities, including churches and religious Sunday-type schools; and accessory uses on the same site, including living quarters for ministers and staff, and child day care facilities where authorized by the same type of land use permit required for the church itself, excluding other establishments maintained by religious organizations such as full-time educational institutions, hospitals and other potentially related operations (i.e., a recreational camp).

17.68.1720 Repair and Maintenance—Consumer Products. Consumer products repair and maintenance means service establishments where repair of consumer products is the principal business activity, including: electrical repair shops; television and radio and other appliance repair; watch, clock and jewelry repair; re-upholstery and furniture repair. Does not include shoe repair (included under "Personal Services"). Does not include businesses serving the repair needs of heavy equipment, which are included under "Business Support Services."

17.68.1730 Research and Development (R&D). Research and development means facilities for research, and the design, development and testing of computer software, and electrical, electronic, magnetic, optical and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same

site. Also includes chemical and biotechnology research and development. Does not include soils and other materials testing laboratories which are defined under "Business Support Services," or medical laboratories, which are included under "Medical Services—Clinics and Labs."

17.68.1740 Residential Accessory Uses and Structures. Residential accessory uses and structures means includes any use that is customarily part of, and clearly incidental and secondary to a residence and does not change the character of the residential use. These uses include accessory structures (swimming pools, spas and hot tubs, workshops, studios, greenhouses, garages and similar structures).

17.68.1750 Residential Dwelling or Residential Dwelling Unit. A residential dwelling or dwelling unit means a self-contained living space consisting of a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis, not including a motel, hotel, bed and breakfast or boarding house. Also includes factory-built housing (modular housing) units, constructed in compliance with the Uniform Building Code (UBC).

17.68.1760 Residential Development. A residential development means a site that contains one or more residential dwelling units and includes any of the following types:

1. **Apartments** means a group of two or more individual dwelling units set on one lot that is owned by a single individual or corporation and rented to individuals and/or families. The units may be attached through any combination of common walls, or detached from each other, provided all requirements of zoning are met. The units may also be contained within one or more individual structures on the same lot. An individual unit that is part of a development may be referred to in the singular as an Apartment or Apartment Unit.

2. **Condominiums** as defined in Section 783 of the California Civil Code, means an estate in real property consisting of an undivided interest in common in a portion of real property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access, and if necessary, support. An individual unit that is part of a development may be referred to in the singular as a Condominium or Condominium Unit.

3. **Duets** means a pair of individual dwelling units within one residential structure, each with its own entrance, which share a common wall from ground to ceiling set along a property line with each unit located on a separate lot.

4. **Duplex** means a singular residential structure containing two (2) individual dwelling units, each with its own entrance.

5. **Fourplex** means a singular residential structure containing four (4) individual dwelling units, each with its own entrance.

6. **Multi-Family i**ncludes duplexes, triplexes, fourplexes, apartments, residential condominiums, and boarding houses. Excludes 'single-family attached' dwelling units and 'Duets'. A residence with an accessory dwelling unit authorized by Chapter 17.32 (Accessory Dwelling Units) of this title shall not be considered multifamily housing.

7. **Single-Family Attached** means a group of three or more individual dwelling units contained within a single residential structure which share common walls from ground to ceiling along the side property lines; sometimes called a townhouse or row house. Typically, those units in the middle of a row shall have a zero lot line common wall with a unit on either side; and those units on either end of the row of townhomes shall have one common wall at zero lot line and the required setback of the zoning district on the other. Excludes 'Duets'.

8. **Single-Family Detached** means a dwelling, set on a separate lot, which shares no common walls with another house or dwelling.

9. **Triplex** means a singular residential structure containing three (3) individual dwelling units, each with its own entrance.

17.68.1770 Restaurant. Restaurant means a retail business selling food and beverages prepared on the site, where customers are able to consume the products on-premise even if products are purchased to be consumed off site.

17.68.1780 Restaurant with Drive-In or Drive-Thru. A restaurant with a drive-in or drive-thru means a restaurant where one can be served without leaving their car.

17.68.1790 Retail. Retail sales means retail trade establishments selling many lines of merchandise. These stores and lines of merchandise include but are not limited to artist supplies, auto parts, books, sports equipment, clothing and accessories, grocery stores, pet supply stores, toys and games, florists, specialty shops, convenience stores, handicraft items, and other goods deemed to be similar by the Community Development Director.

17.68.1800 Roadside Stands. Roadside stands means stands for agricultural products means accessory open structures not more than 400 square feet, 20 feet deep and 15 feet high for the retail sale of agricultural products (except hay, grain and feed sales included under "Farm Equipment and Supplies") located on the site or in the area of the property where the products being sold were grown. Does not include field sales or agricultural products, which is included under "Crop Production."

17.68.1810 Rooming House and Boarding House. A rooming or boarding house means the renting of individual bedrooms within a dwelling to one or more persons whether or not meals are provided generally a rooming house provides meals.

17.68.1820 Schools—College and University. College and University schools means community colleges, public or private colleges, universities and professional schools granting associate arts degrees, certificates, undergraduate and graduate degrees and requiring for admission at least a high school diploma or equivalent general academic training.

17.68.1830 Schools – Primary. Primary schools means all public and private schools serving children from Transitional Kindergarten through sixth grade Primary schools can include before and after school care for the students served by the school."

17.68.1840 Schools – Secondary. Secondary schools means public and private middle, junior high and high school serving children from , 6^{th}-12^{th} grades. Secondary schools also includes boarding schools and academies.

17.68.1850 Schools – Specialized Aviation Education and Training. Specialized aviation education and training schools means schools dedicated to flight, navigation, and repair and/or maintenance of aircraft.

17.68.1860 Schools – Specialized Education and Training. Specialized education and training schools means schools or establishments, where students primarily learn in a classroom, and provide single day classes, seminars, or long term educational services for topics including business, beauty, secretarial, educational services (such as restaurant or service training, drafting, computers, programming, language, finance, health careers, public speaking, management, drivers education classes), personal growth (including cooking, time management, health, self-improvement) and the arts (drama, art, ceramics, painting, sculpture). Minor Specialized education and training schools are those that have no more than 15 participants and two instructors at one time and where adequate parking is provided as required by Chapter 17.18, Pedestrian, Bicycle, Parking and Loading Standards, and as determined by the Director. Major specialized education and training schools are those that have more than 16 students or 2 instructors or are unable to provide adequate parking."

17.68.1870 Schools-Vocational and Trade. Vocational and trade schools means schools with provide specialized training related to a job or career and includes programs that provide training essential to job functions, licensing, certificates or required continuing education services to instruct students in specific fields related to construction (such as engineering, installation, carpenter, plumbing, electrical, welding or installation methods), repairs (such as automotive, airplane, HVAC), woodworking, furniture or cabinet making, or manufacturing.

17.68.1880 Scrap and Dismantling Yards. Scrap and dismantling yards means outdoor establishments primarily engaged in assembling, breaking up, sorting, and the temporary storage and distribution of recyclable or reusable scrap and waste materials, including auto wreckers engaged in dismantling automobiles for scrap and the incidental wholesale or retail sales of parts from vehicles. Does not include: places where these activities are conducted entirely within structures; pawn shops and other secondhand stores; the sale of operative used cars; or terminal waste disposal sites.

17.68.1890 Secondhand Stores. Secondhand stores means indoor retail establishments that buy and sell used products, including but not limited to books,

clothing, furniture and household goods. The sale of cars and other used vehicles is included under "Auto, Mobile Home, Vehicle and Parts Sales."

17.68.1900 Senior Housing. Senior housing means housing that is available only to seniors, in accordance with state and federal housing laws and guidelines.

17.68.1910 Setback Line. A setback line means a line established by this title to govern the placement of buildings or structures with respect to lot lines, street or alleys.

17.68.1920 Shipping Container. A shipping container means a receptacle designed to transport materials over long distances using multi-modal transport such as ships, railroad cars, and trucks. The receptacles are typically constructed of corrugated steel and are eight feet in width and 20 feet in length or larger.

17.68.1930 Shopping Center. A shopping center means a group of commercial establishments designed, built and managed as a unit with ownership under one entity with reciprocal parking and access agreements across all property lines.

17.68.1940 Sidewalk Vending. Sidewalk vending means a person selling of food or merchandise from non-motorized conveyances such as pushcarts, stands, tables, pedal-driven carts or directly from a person public sidewalks and public pedestrian paths in accordance with Senate Bill 945 (effective January 1, 2019) or as may be amended.

17.68.1950 Site. Site means a lot or adjoining lots under single ownership or single control, considered a unit for the purposes of development or other use.

17.68.1960 Stock Cooperative. A stock cooperative means a development defined by Section 11003.2 of the Business and Professions Code and Section 1351(m) of the Civil Code, where a corporation is formed to hold title to improved real property and the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property.

17.68.1970 Stone and Cut Stone Products Manufacturing. Stone and cut stone products manufacturing means establishments primarily engaged in cutting, shaping, and finishing marble, granite, slate, and other stone for building and miscellaneous uses. Also includes establishments primarily engaged in buying or selling partly finished monuments and tombstones.

17.68.1980 Storage. Storage is a place where goods, materials, and/or personal property is placed for more than 24 hours and includes the following.

1. **Storage, Accessory** means the indoor storage of various materials on a site where the principal use is not storage, where the storage supports the activities or conduct of the principal use. Includes the storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use.

2. **Storage, Outdoor** means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

3. **Storage, Personal** means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented or owned as individual storage spaces. This use type does not include the outdoor storage of vehicles or recreational vehicles, see Vehicle related Sales and Services.

17.68.1990 Story. Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

17.68.2000 Street. Street means a public thoroughfare which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley as defined herein.

17.68.2010 Structure. Structure means anything constructed or erected, the use of which requires location on or in the ground or attachment to something located on the ground. For the purposes of this title, the term "structure" includes "buildings."

17.68.2020 Structural Alteration. Structural alteration means any construction, reconstruction, alteration, demolition, removal of, or additions to, the supporting members of a building or structure, including, but not limited to, bearing walls, columns, beams, girders, rafters, or joists.

17.68.2030 Structural Clay and Pottery Products Manufacturing. Structural clay and pottery products manufacturing means establishments primarily producing brick and structural clay products, including pipe, china plumbing fixtures, and vitreous china articles, fine earthenware and porcelain electrical supplies and parts. Artist/craftsman uses are included in "Handicraft Industries and Small Scale Manufacturing" or "Home Occupations."

17.68.2040 Supportive Housing. Supportive housing means housing with no limit on length of stay that is occupied by the target population and is linked to on or off-site services to support the residents in retaining housing, improving their health and maximizing their ability (when possible) to live and work in the community.

17.68.2050 Tasting Rooms. Tasting rooms means an establishment that sells wine on behalf of one or more wineries and allows customers to taste the wine for sale as a regular part of the business.

17.68.2060 Tattoo or Body Piercing Parlors. Tattoo or body piercing parlors means an establishment where tattooing or body piercing is carried out by a professional.

17.68.2070 Telecommunication Facility. Telecommunication facility means those facilities described in the Telecommunications Facilities section of the Zoning Ordinance.

17.68.2080 Textile and Leather Products Manufacturing. Textile and leather products manufacturing means establishments engaged in performing any of the following operations: Preparation of fiber and subsequent manufacturing of yarn, threads, braids, twine cordage; manufacturing woven fabric and carpets and rugs from

yarn; dying and finishing fiber, yarn, fabric, and knit apparel; coating, waterproofing, or otherwise treating fabric; the integrated manufacture of knit apparel and other finished products from yarn; the manufacture of felt goods, lace goods, non-woven fabrics and miscellaneous textiles; and upholstery manufacturing.

17.68.2090 Theaters, Assembly, and Meeting Halls. Theaters, assembly and meeting halls means indoor facilities for public assembly and group entertainment, other than sporting events, including: public and semi-public auditoriums; exhibition and convention halls; civic theaters, meeting halls and facilities for "live" theater and concerts; motion picture theaters; meeting halls for rent and similar public assembly uses. Outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events are included under the definition of "Sport Facilities and Outdoor Public Assembly."

17.68.2100 Transit Stations and Terminals. Transit stations and terminals means passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

17.68.2110 Transitional Housing. Transitional housing means temporary housing (typically for 24 months), with supportive services, to facilitate movement to permanent housing for persons with low income who may have one or more disabilities, and may include adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting institutional settings, veterans, and homeless people.

17.68.2120 Trailer and Camp Trailer. Trailer and camp trailer means any vehicle constructed in such a manner as to permit temporary occupancy thereof as sleeping quarters (i.e., camp trailer) or the conduct of any business, trade or occupation or use as a selling or advertising device, or use for storage or conveyance for tools, equipment or machinery, and so designed that it is mounted on wheels and may be used as conveyance on highways and streets, propelled or drawn by other motor power. Camp trailers are considered structures for the purpose of this title when they are parked in a trailer camp or park.

17.68.2130 Trailer Camp and Trailer Park. Trailer camp and trailer park means any lot or part thereof, or any parcel of land, which is used or offered as a location for two or more camp trailers.

17.68.2150 Use, Accessory. Accessory use means a use subordinate and incidental to the principal use of the same building site which does not alter the essential characteristics of the use considered as a whole or as related to other uses permitted in the same district.

17.68.2160 Use, Principal. Principal use means any use which is not specifically defined and listed as an accessory use and which is the primary intended purpose for the building site.

17.68.2170 Yard. Yard means and open space which is unobstructed on a lot and includes the following:

1. **Yard, Front** means a yard extending across the front of the lot between the side yard lines and measured from the front line of the lot to the nearest line of the building; provided, however, that if any official plan line has been established for the street upon which the lot fronts, the front yard measurement shall be taken from such official plan line to the nearest line of the building.

2. **Yard, Rear** means a yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line of the main building.

3. **Yard, Side** means a yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard.

17.68.2180 Variance. Variance means a permit issued to a landowner to construct a structure or engage in some action not otherwise permitted under the regulations of this title.

17.68.2190 Vehicle and Freight Terminals. Vehicle and freight terminals means transportation establishments furnishing services incidental to transportation including: freight forwarding services; transportation arrangement services; packing, crating, inspection and weighing services; freight terminal facilities; joint terminal and service facilities; trucking facilities, including transfer and storage; and postal service bulk mailing distribution centers. Includes rail, air and motor freight transportation.

17.68.2200 Vehicle Sales and Services. Vehicle sales and services includes the following:

1. **Brokerage** means an office where a broker arranges for the sale of a vehicle to a customer. Vehicles may not displayed or stored on site except for customer pick-up. The business shall have one dedicated parking space (in addition to the required parking for the office space) for temporary parking of a sold vehicle for pick-up by the customer.

2. **Car Wash, Detailing** means the washing, waxing, detailing, or cleaning of automobiles or vehicles equal to or less than one-half ton including the use of mechanical automobile washers.

3. **Service Station** means a retail business selling gasoline or other motor vehicle fuels, which may also provide vehicle engine maintenance and repair services incidental to fuel sales. May also include accessory towing and trailer rental services, but not the sale, storage or repair of wrecked or abandoned vehicles, vehicle painting, body or fender work, or the rental of vehicle storage or parking spaces.

4. **Vehicle Repair Facility, Major** means a place providing a full range of repair and maintenance services for motor vehicles, including any of the following:

    a. Cylinder head replacement;

b. Valve grinding or replacement;

c. Clutch replacement;

d. Repair, replace transmission, rear end, rear axles, king pins;

e. Body work;

f. Engine, motor or transmission removal;

g. Fuel tank repair;

h. Radiator or heater core repair or replacement;

i. Painting;

j. Repair activities requiring the use of open flame or welding;

k. Exhaust system repair;

l. Repair activities requiring entry into the engine block;

m. Upholstery; or

n. Any repair activity not listed as minor vehicle repair.

5. **Vehicle Repair Facility, Mino**r means a place performing the following repair and maintenance services for motor vehicles not exceeding a gross vehicle weight of five tons carrying capacity, including any of the following:

   a. **Tune-ups** means major and minor tune-up involving spark plugs, points, condensers, valve adjustments, carburetor overhauls, adjustment of fuel injection systems, fuel pumps, and all necessary filters;

   b. **Lubrication** which means oil changes and filter replacement, transmission and rear end oil changes;

   c. **Cooling System** which includes the replacement of water pumps, heaters, and other hoses; replace thermostats; recharge air conditioners;

   d. **Drive Train** which means the replacement of driveshaft universal bearings, center support bushing, accelerator and brake cables; minor repair of hydraulic systems; replacement of shock absorbers;

   e. **Brakes** which includes removal and replacement shoes and brake pads; rebuild master and wheel cylinders and disc caliper; adjustment of brakes; machine work related to turning of drums or discs;

f. **Wheels** which means the adjustment of steering box; replacement of rubber bushings in suspension; wheel balancing; wheel alignment; replacement of wheel bearings; tire changes and repairs;

g. **Electrical** which includes battery charging; remove, repair, and replace starters, alternators, generators, and regulators; rewiring of automobile and lights; repair or replacement of gauges; installation of radios;

h. **Smog Checks**; and

6. **Fuel System** which means the change and repair of fuel lines; replace fuel gauge sending unit.

7. Any activity combining minor and major motor vehicle repairs shall be defined as "Major Vehicle Repair." Excludes any activity that involves welding or an open flame, a paint booth, or repairs that typically require keeping a car for more than one day.

8. **Vehicle Sales**. Vehicle sales means the sale or rental of automobiles, motorcycles, trucks, and recreational vehicles and includes display areas, incidental storage, and minor repair services (incidental to the sales operations).

9. **Vehicle Storage**. Vehicle storage means lots for the storage and parking of tow-away and towed vehicles, impound yards, and storage lots for vehicles, trucks, buses, and recreational vehicles. Excludes salvage and wrecking operations. Includes sites where vehicles are stored for rental or leasing. Does not include dismantling yards (classified in "Recycling, Scrap and Dismantling Yards").

17.68.2210 Warehouse. Warehouse means facilities for the storage of farm products, furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include: warehouse, storage or mini-storage facilities offered for rent or lease to the general public, which are included under "Storage, Personal Storage Facilities;" or warehouse facilities where the primary purpose of storage is for wholesaling and distribution (which is separately defined). Does not include terminal facilities for handling freight (classified in "Vehicle and Freight Terminals").

17.68.2220 Wholesale Bakery. Wholesale bakery means a facility that produces baked goods in large quantities and distributes them to another business such as a farmers' market, restaurant, hospital, school, grocery store, retails store or similar establishment. Wholesale bakeries do not include direct retail sales to consumers.

17.68.2230 Wholesaling and Distribution. Wholesaling and distribution means establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to persons or companies. Includes: merchant wholesalers; agents, merchandise or commodity brokers, and commission merchants; assemblers, buyers and associations engaged in the cooperative marketing of farm products; stores primarily selling electrical, plumbing,

heating and air conditioning supplies a marketing of farm products; stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment.

Section 3. Section 17.02.050(C) is hereby repealed and replaced with the following:

C**.** Allowable Uses of Land.

1. Non-Permitted Land Uses. A land use not listed in a land use and permit requirements table is not permitted if the use is not listed in the land use table for that zoning district. The use is also not permitted even if listed as a permitted use in one or more other zoning districts. In such a case, the absence of the use in the land use regulation table means that the use is prohibited in the zoning district.

2. Uses Not Listed in Zoning Ordinance. If a use is proposed that is not specifically listed in any of the land use and permit requirement tables or definitions, the Community Development Director may determine that the proposed use is equivalent to a permitted or conditionally permitted use if all of the following findings can be made:
    a. The use is similar to other uses allowed in the zoning district.
    b. The density or intensity of the use is similar to other uses in the zoning district.
    c. The use is compatible with permitted or conditionally permitted uses in the zoning district.
    d. The use will meet the purpose/intent of the zoning district.
    e. The use is consistent with the goals and policies of the general plan.
    f. The use will not be detrimental to the public health, safety, or welfare.
    g. The use will comply with all local, state and federal laws.

3. When the Community Development Director determines that a proposed use is equivalent to a listed use, the proposed use shall be treated in the same manner as the listed use with respect to development standards, permits required, and all applicable requirements of the Zoning Ordinance.

SECTION 4. Section 17.04.020, Residential zone land uses and permit requirements., is hereby repealed in its entirety and replaced with the following:

17.04.020 Residential Zone Land Uses and Permit Requirements

The following Table 17.04-1 identifies the uses of land allowed by this Zoning Ordinance in each residential zone, and the land use permit required to establish each use, in compliance with this chapter. For properties with an overlay, please refer to the zoning designation (not the overlay) for allowable uses.

Table 17.04-1 Residential Land Uses and Permit Requirements

Land Use	RE	R1	R2	R3	R4	R4-20	OT-M	OT-H	RWF
Residential Use									
Accessory Structures – Less than 15 feet in height	P	P	P	P	P	P	P	P	P
Accessory Structures – Greater than 15 feet in height	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Agricultural Employee Housing 1-4 Employees 5 or More Employees	 P CUP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP
Apartments	P	P	P	P	P	P	P	P	P
Condominiums[1]	NP	NP	NP	P	P	P	P	P	NP
Duets	NP	NP	NP	P	P	NP	P	P	P
Duplex[3]	NP	P	P	P	P	NP	P	P	P
Manufactured Home[2]	P	P	P	P	NP	NP	P	P	P
Mobile Home[2]	P	P	P	P	NP	NP	P	P	P
Mobile Home Parks	P	P	NP	NP	NP	NP	NP	NP	NP
Accessory Dwelling Unit	ADU	ADU	ADU	ADU	ADU	ADU	ADU	ADU	ADU
Single-Family – Attached	NP	NP	NP	P	P	P	P	P	NP
Single-Family – Detached	P	P	NP	P	NP	NP	P	NP[4]	P
Triplex, Fourplex	NP	NP	NP	P	P	P	P	P	P
Commercial Uses									
Bed and Breakfast Inns	NP	NP	NP	NP	NP	NP	CUP	CUP	NP
Animal Kennels and Boarding	CUP	NP	NP	NP	NP	NP	NP	NP	NP
Neighborhood Market	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	NP
Services, Public and Semipublic Uses									
Ambulance Services	NP	NP	NP	NP	NP	NP	NP	NP	NP
Clubs and Lodges	CUP	CUP	NP	NP	NP	NP	CUP	CUP	NP
Community Care Facility 6 or Fewer 7 or More	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP
Cultural Institutions	CUP	APR	NP	NP	NP	NP	CUP	CUP	NP
Child Day Care Centers	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Family Day Care	P	P	P	P	P	P	P	P	P
Medical Services - Hospital	CUP	CUP	NP	NP	NP	NP	NP	NP	NP
Parks and Recreation Facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Public Utility or Safety Facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Religious Assembly	P	P	P	P	P	NP	P	P	P
Supportive Housing 6 or Fewer 7 or More	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP
Transitional Housing 6 or Fewer 7 or More	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP	 P CUP

Land Use	RE	R1	R2	R3	R4	R4-20	OT-M	OT-H	RWF
Schools									
College and University	NP	NP	NP	NP	NP	NP	NP	NP	NP
Primary	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Secondary	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Specialized Education and Training	NP	NP	NP	NP	NP	NP	NP	NP	NP
Vocational and Trade	NP	NP	NP	NP	NP	NP	NP	NP	NP
Telecommunication Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to ensure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
ADU	Accessory Dwelling Unit permit.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission.
NP	Not Permitted.

Notes:

(1) See Chapter 16.17 "Conversion of multifamily rental units" for information on condominium conversion requirements.

(2) Manufactured and Mobile homes are required to be on a permanent foundation where the development and must comply with the development standards of the zoning district in which the property is located and the minimum development density identified in the General Plan

(3) On corner lots, an entrance shall be oriented to each street frontage. On interior lots, the unit shall be designed to maintain a single-family residential appearance from the street frontage with access to the second unit, parking and utilities concealed from the street.

(4) An existing single-family home that is the only dwelling on a parcel that was lawfully constructed and involuntarily damaged or destroyed by fire or other calamity may be rebuilt.

SECTION 5. Section 17.06.020, Home Office Zone land uses and permit requirements., is hereby repealed in its entirety and replaced with the following:

17.06.020 Home Office Zone Land Uses and Permit Requirements

The following Table 17.06-1 identifies the uses of land allowed by this Zoning Ordinance in the Home Office Zoning District, and the land use permit required to establish each use in compliance with this chapter.

Table 17.06-1 Home Office District Land Uses and Permit Requirements

Residential Uses	
Accessory Dwelling Units	ADU
Accessory Structures – Less than 15 feet in height	P
Accessory Structures – Greater than 15 feet in height	CUP
Apartments	P
Condominiums	P
Duet	P
Duplex	P
Live Work Unit	CUP
Single Family - Attached	P
Single Family - Detached	P
Triplex, Fourplex	P
Retail Uses	
Artist Studio	CUP
Bed and Breakfast	CUP
Beauty Salon and Barber Shops (maximum 2 chairs)	APR
Services, Public and Semipublic Uses	
Community Care Facility 6 or fewer 7 or more	 P CUP
Child Day Care Center	CUP
Family Day Care	P
Medical Services – Clinics and Laboratories	CUP
Religious Assembly	CUP
Transitional Housing 6 or fewer 7 or more	 P CUP
Schools Primary Secondary	 CUP CUP
Office Uses	
Professional Office	APR
Medial Services – Clinics and Laboratories	CUP
Handicraft Industries, small scale manufacturing	CUP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to ensure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
ADU	Accessory Dwelling Unit permit.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission.
NP	Not Permitted.

SECTION 6. Section 17.08.020, Commercial and Mixed-Use Zone land uses and permit requirements., is hereby repealed in its entirety and replaced with the following:

17.08.020 Commercial and Mixed-Use Zone Land Uses and Permit Requirements

The following table identifies the uses of land allowed by this Zoning Ordinance in each commercial and mixed-use zone, and the land use permit required to establish each use, in compliance with this chapter.

Table 17.08-1 Commercial and Mixed-Use Zone Land Uses and Permit Requirements

Land Use	CO	GC	NG	DMU	NMU	WG
Commercial Uses						
24 Hour Operations	CUP	CUP	CUP	CUP	CUP	CUP
Adult Entertainment Establishment	NP	NP	NP	NP	NP	NP
Alcohol Sales (Retail)	NP	CUP	CUP	CUP	CUP	CUP
Ambulance Services	CUP	CUP	CUP	CUP	CUP	CUP
Ancillary Deli or Café	CUP	P	P	P	P	P
Animal Kennels or Boarding	NP	APR	CUP	NP	CUP	CUP
Animal Sales and Services	NP	APR	APR	NP	P	P
Animal Veterinary Clinics and Hospitals	CUP	CUP	CUP	CUP	CUP	CUP
Artists' Studios	APR	P	P	P	P	P
Automated Teller Machine	APR	APR	APR	APR	APR	APR
Bail Bonds	NP	CUP	CUP	CUP	NP	NP
Bars and Night Clubs	NP	CUP	CUP	CUP	CUP	CUP
Bed and Breakfast Inns	CUP	CUP	CUP	CUP	CUP	CUP

Land Use	CO	GC	NG	DMU	NMU	WG
Building Material Store						
Indoor	NP	P	P	P	P	P
Ancillary Outdoor Storage/Display	NP	CUP	CUP	P	CUP	CUP
Business Support Services	CUP	P	P	P	P	P
Catering Services	NP	P	P	P	P	P
Commercial Filming	P	P	P	P	P	P
Commercial Recreation						
Minor	APR	APR	APR	APR	APR	APR
Major	CUP	CUP	CUP	CUP	CUP	CUP
Outdoor	CUP	CUP	CUP	CUP	CUP	CUP
Donation Kiosk	NP	APR	APR	NP	APR	APR
Drive-Thru Service and Sales	NP	CUP	CUP	CUP	CUP	CUP
Equipment Sales, Services, and Rentals – Indoor	NP	P	P	NP	P	P
Farm Equipment Sales and Supplies – Indoor	NP	P	P	NP	P	P
Financial Services	P	P	P	P	P	P
Fortunetelling	P	P	NP	NP	NP	NP
Fuel and Ice Dealers	NP	CUP	CUP	NP	CUP	CUP
Funeral Services	CUP	CUP	CUP	CUP	CUP	CUP
Hotels and Motels	NP	P	P	CUP	CUP	CUP
Laundries and Dry-Cleaning Plants	CUP	CUP	CUP	CUP	CUP	CUP
Laundromat	NP	P	P	NP	P	P
Live Entertainment (Excluding Adult Entertainment)	NP	APR	APR	APR	APR	APR
Live-Work Units						
One to Two Units	NP	NP	NP	P	P	P
Three or More Units	NP	NP	NP	CUP	CUP	CUP
Nursery	NP	P	P	P	P	P
Offices						
Business and Professional	P	P	P	P	P	P
Office Parks	NP	NP	P	NP	NP	NP
Pawn Shop	NP	CUP	NP	NP	CUP	NP
Personal Services	P	P	P	P	P	P
Personal Improvement Services	P	P	P	P	P	P
Printing and Publishing						
Limited	APR	P	P	P	P	P
Unlimited	NP	CUP	CUP	NP	NP	CUP
Recreational Vehicle Parks [(1)]	NP	NP	CUP	NP	NP	NP
Recycling Facilities						
Minor	APR	APR	APR	APR	APR	APR
Major	CUP	CUP	CUP	CUP	CUP	CUP

Land Use	CO	GC	NG	DMU	NMU	WG
Repair and Maintenance – Consumer Products	APR	APR	APR	CUP	CUP	CUP
Research and Development	NP	NP	CUP	NP	NP	CUP
Restaurant Restaurant With Drive-Thru or Drive-In With Outdoor Dining	 CUP NP NP	 P CUP APR	 P CUP APR	 P NP APR	 APR CUP APR	 APR CUP APR
Retail Sales Indoor With Outdoor Display and/or Storage	 NP NP	 P CUP	 P CUP	 P NP	 P CUP	 P CUP
Secondhand or Consignment Stores	NP	P	NP	P	P	P
Shopping Centers	NP	P	P	NP	P	P
Tattoo or Body Piercing Parlors	P	P	NP	P	P	P
Wholesale Bakery	BP	CUP	CUP	NP	NP	NP
Vehicle Related Sales and Service						
Brokerage	P	P	P	P	P	P
Car Wash, Detailing	NP	CUP	CUP	NP	CUP	CUP
Service Stations	NP	CUP	CUP	NP	CUP	CUP
Vehicle Repair Facility [2,3] Minor Major	 NP NP	 NP NP	 APR CUP	 NP NP	 NP NP	 CUP CUP
Vehicle Sales Indoors Outdoors	 NP NP	 P NP	 P APR	 APR NP	 P NP	 P NP
Vehicle Storage	NP	NP	NP	NP	NP	NP
Public and Semipublic Uses						
Assembly Uses	NP	CUP	CUP	CUP	CUP	CUP
Clubs and Lodges	CUP	CUP	CUP	CUP	CUP	CUP
Cultural Institutions	CUP	CUP	CUP	APR	APR	APR
Day Care	APR	APR	APR	APR	APR	APR
Government Offices	P	P	P	P	P	P
Medical Services Clinics and Laboratories Extended Care Hospital	 APR CUP NP	 APR CUP CUP	 APR CUP CUP	 APR CUP NP	 APR CUP CUP	 APR CUP CUP
Park and Recreation Facilities	CUP	CUP	CUP	CUP	CUP	CUP
Public Safety Facilities	P	P	P	APR	APR	APR
Tasting Room	NP	P	P	P	P	P
Residential Uses						
Single-Family	NP	NP	NP	NP	NP	NP
Caretaker and Employee Housing	CUP	CUP	CUP	CUP	CUP	CUP

Land Use	CO	GC	NG	DMU	NMU	WG
Community Care Facility						
6 or Fewer	NP	NP	NP	P	P	P
7 or More	NP	NP	NP	CUP	CUP	CUP
Emergency Shelter	NP	CUP	P	NP	CUP	CUP
Mixed-Use Development	NP	NP	NP	P	P	P
Multifamily	NP	NP	NP	P	P	P
Family Day Care	NP	NP	NP	P	P	P
Telecommunications						
Telecommunication Facilities	**See Chapter 17.22**					
Cannabis Facilities						
Cannabis Cultivation	NP	NP	CUP	NP	NP	CUP
Cannabis Delivery	NP	NP	CUP	NP	NP	CUP
Cannabis Dispensary	NP	NP	CUP	NP	NP	CUP
Cannabis Distribution	NP	NP	CUP	NP	NP	CUP
Cannabis Manufacturing	NP	NP	CUP	NP	NP	CUP
Cannabis Nursery	NP	NP	CUP	NP	NP	CUP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission
NP	Not Permitted

Notes:

(1) Recreational Vehicle parks shall be sited at least 500 feet from State Highway 25 or San Felipe Road.

(2) Allowed subject to the following requirements:

(a) The automobile repair or alteration of the body or exterior of an automobile use(s) shall be located on an interior lot that does not have frontage on Highway 25 or San Felipe Road or behind buildings that front San Felipe Road.

(b) The operation shall be contained within an enclosed building. Roll-up doors shall be oriented away from public streets and screened from public use area on adjoining properties.

(c) Storage of automobiles for repair or service shall be within an enclosed building or concealed by an attractive masonry garden wall or similar vegetative screen. The use of a cyclone fence with wood slats or barbed wire shall be prohibited.

(d) Visible off-street parking shall be limited to a 20-minute loading zone for customer pick-up/drop off and employee parking.

(e) The facility shall not share a boundary with property located in a Residential Zoning District or a hotel/motel.

(f) The cumulative area of the auto-related uses shall not constitute more than 20 percent of the uses on an interior street or lot ten percent of the uses in the North Gateway Zoning District.

(3) One auto service facility is allowed within that would serve the West Gateway District and surrounding residential land uses will be allowed within the WG district with a conditional use permit with the following standards. The combined auto repair/maintenance use(s) shall be confined to an area not larger than two acres.

(a) In order to establish an attractive entrance to Hollister and avoid an industrial appearance, all vehicles shall be contained within an enclosed building or concealed by an attractive garden wall or similar vegetative screen with the exception of a 20-minute loading zone for customer pick-up/drop and employee parking.

(b) The facility shall not share a boundary with property located in the R1, R-2, R-3 or R4 District.

(4) A single-family residence lawfully established prior to the effective date of the ordinance codified in this chapter may be reconstructed if the building is involuntarily damaged or partially damaged by a fire or other calamity. The building shall be constructed consistent with the standards in the Old Town Zoning District.

(5) Outdoor vehicles sales shall not be permitted within the Downtown Hollister Historic District or the Monterey Street Historic District.

SECTION 7. Section 17.08.010(D) is hereby repealed and replaced with the following:

D. Mixed Use Districts. Mixed-Use Districts are intended to provide both commercial and residential uses on one property or development to support the needs of the City and ensure that housing is constructed to meet the City's Regional Housing Needs Assessment and provide a mix of house types for the community. All mixed-use projects are required to provide residential.

SECTION 8. Section 17.10.020, Industrial/Manufacturing Zone Land Uses and Permit Requirements, is hereby repealed and replaced with the following:

17.10.020 Industrial/Manufacturing Zone Land Uses and Permit Requirements

The following table identifies the uses of land allowed by this Zoning Ordinance in each industrial zone, and the land use permit required to establish each use, in compliance with this chapter.

Land Use	M1	IBP
Manufacturing, Processing and Service Uses		
Clothing Factory	P	P
Concrete, Gypsum and Plaster Products	CUP	NP
Construction Contractor Storage Yards	APR	NP
Chemical Plants	CUP	NP
Food Processing	CUP	CUP
Glass Products Factory	P	P
Handicraft Industries, Small-Scale Manufacturing	P	P
Hazardous Materials or Waste Facilities	CUP	CUP
Laundries and Dry-Cleaning Plants	CUP	CUP
Lumber and Wood Products Manufacturing	APR[1]	NP
Metal Fabrication, Machine and Welding Shops	P	P
Manufacturing	P	P
Paper Products Production	P	NP
Paving and Roofing Materials Production	CUP	NP
Pharmaceuticals	P	P
Plastics and Rubber Products Production	P	NP
Printing and Publishing, Limited and Unlimited	P	P
Recycling – Composting[1]	CUP	CUP
Recycling Facilities		
Minor	APR	APR
Major	CUP	CUP
Repair and Maintenance – Consumer Products	P	P
Research and Development	P	P
Stone and Cut Stone Products	CUP	NP
Structural Clay and Pottery Products	P	P
Storage [1]		
Accessory, Indoor	P	P
Outdoor	APR	APR
Personal Storage Facilities	APR	APR
Warehouse	P	CUP
Vehicle Related Sales and Services		
Car Wash, Detailing	APR	CUP
Service Stations	CUP	CUP
Vehicle Repair Facilities		
Minor	APR	APR
Major	APR	APR
Vehicle Sales	CUP	CUP
Vehicle Storage or Parking	CUP	CUP
Agricultural, Resource and Open Space Uses		
Crop Production	P	P
Commercial Uses and Services		
Ancillary office supplies or copying occupying ten percent of the first floor area of the industrial building or complex or a maximum of 3,000 sq. ft.	APR	APR
Animal Kennels and Boarding	P	APR

Land Use	**M1**	**IBP**
Animal Veterinary Clinics and Hospitals	P	P
Automatic Teller Machines (ATMs)	APR	APR
Adut Entertainment Establishments	CUP	CUP
Convenience Store (max. 2,500 sq. ft.)	APR	APR
Courier and Small Package Delivery Service	P	P
Commercial uses allowed in the General Commercial and North Gateway Zoning Districts (see Chapter 17.08)	CUP	CUP
Professional Offices	CUP	CUP
Ancillary café or deli (10% of the first floor area of the industrial building or complex or a maximum of 3,000 sq. ft.)	APR	APR
Public and Semipublic Uses		
Auditorium	NP	CUP
Assembly Uses	CUP	CUP
Child Day Care Center		
1-14 Children	APR	APR
15 or More Children[2]	CUP	CUP
Emergency Shelter	CUP	NP
Commercial Recreation		
Minor	APR	APR
Major	CUP	CUP
Outdoor	CUP	CUP
Cultural Institutions	CUP	CUP
Parks, Playgrounds, Golf Courses	CUP	CUP
Public Utility or Safety Facilities	CUP	CUP
Religious Assembly	NP	CUP
Schools – Vocational and Trade	CUP	CUP
Trails and Bike Paths	CUP	CUP
Theatres, Assembly and Meeting Halls	NP	CUP
Residential		
Caretaker and Employee Housing	APR	APR
Transportation and Communication		
Telecommunication Facilities[3]	CUP	CUP
Transit Stations and Terminals	CUP	CUP
Cannabis Facilities		
Cannabis Cultivation	CUP	CUP
Cannabis Delivery	CUP	CUP
Cannabis Dispensary	CUP	CUP
Cannabis Distribution	CUP	CUP
Cannabis Manufacturing	CUP	CUP
Cannabis Nursery	CUP	CUP
Cannabis Testing	CUP	CUP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission
NP	Not Permitted

Notes:

(1) Outdoor storage of materials and personal storage facilities must be located at least 500 feet from State Highway 25 or San Felipe Road.

(2) Childcare centers with 15 or more children are not permitted in the Airport Safety Overlay zones - Runway Protection, Inner Safety, Outer Safety and Traffic Pattern Zone.

(3) In order to avoid interference with aircraft, antennas for telecommunications facilities shall be prohibited within the Hollister Municipal Airport Influence Area on the most currently adopted Hollister Municipal Airport Comprehensive Land Use Plan. See Chapter 17.22 Article II Telecommunication Facilities for standards and application submittal requirements.

SECTION 9. Section 17.12.020, Land Uses and Permit Requirements for the Airport District., is hereby repealed in its entirety and replaced with the following:

17.12.020 Land Uses and Permit Requirements for the Airport District

The following table identifies the uses of land allowed by this Zoning Ordinance in the Airport Zoning District, and the land use permit required to establish each use, in compliance with this chapter.

Table 17.12-1 Airport Zone Districts Land Use and Permit Requirements

Land Use	**Airport District**
Agricultural, Resource and Open Space Uses	
Crop Production	P
Aviation Related Uses	
Aircraft Chartering and Leasing	P
Air Cargo Facilities	P
Air Freight Terminal	CUP
Aircraft Parking, Tie-Down and Aircraft Hangars or Shelters	P
Aircraft Sales	P

Aircraft Manufacturing	P
Aircraft Repair or Services	P
Aircraft Research and Design	P
Airport	P
Auto Rentals	CUP
Commercial and industrial uses incidental to and in support of Hollister Municipal Airport subject to the requirements of the applicable General Commercial or Light Industrial Zoning District	CUP
Aircraft Fuel Facility	P
Hang Gliding	NP
Cultural Institutions (related to Aviation)	APR
Public Safety Facilities	P
Private Parking Facilities	CUP
Public gatherings in conjunction with an airport-related activity sponsored or approved by the Hollister Municipal Airport	MTUP
Schools – Specialized Aviation Education and Training	APR
Commercial Uses and Services	
Ancillary office supplies or copying occupying ten percent of the first floor area of the industrial building or complex or a maximum of 3,000 square feet	APR
Automatic Teller Machines (ATMs)	APR
Convenience Store (maximum 2,500 sq. ft.)	CUP
Courier and Small Package Delivery Service	P
Ancillary Café or Deli (less than 5,000 sq. ft.)	APR
Residential Uses	
Caretaker and Employee Housing	CUP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission
MTUP	Major Temporary Use Permit
NP	Not Permitted

SECTION 10. Section 17.12.030, Land Use and Permit Requirements for the Airport (AS) Zoning District, is hereby repealed in its entirety and replaced with the following:

17.12.030 Land Use and Permit Requirements for the Airport Support Zoning District

The following table identifies the uses of land allowed by this Zoning Ordinance in the Airport Support Zoning District. For projects that include direct access to the airport, a separate Access Approval is required (see Chapter 8.28 of the Municipal Code).

Table 17.12-2 Airport Support District Land Use and Permit Requirements

Land Uses	Airport Support
Agricultural, Resource and Open Space Uses	
Crop Production	P
Manufacturing and Processing Uses	
Industrial uses permitted in the IBP Zoning District and subject to the requirements of the Industrial Business Park Zoning District	P
Aircraft Manufacturing	P
Air Freight Terminal	CUP
Aircraft Fuel Facilities	NP
Aircraft Parking, Incidental to Business Use	P
Aircraft Parking, Hangers Soley for Storage	NP
Aircraft Sales	CUP
Aircraft Repair or Services	CUP
Aircraft Research and Design or Testing	P
Aircraft Manufacturing	CUP
Wholesale Aircraft and Parts Distribution	P
Public and Semipublic Uses	
Cemeteries, Columbarium and Mortuaries	NP
City Government Offices and Facilities	P
Cultural Institutions Related to Aviation	CUP
Day Cares	NP
Health/Fitness Clubs	CUP
Medical Services-Hospital	NP
Parks, Playgrounds, Golf Courses	CUP
Public Safety Facilities	CUP
Public Utility Facilities	CUP
Schools – Specialized Aviation Education and Training	CUP
Schools – Other	NP
Telecommunication Facilities	NP
Trails, Bike Paths	CUP
Commercial Uses	
Animal Kennels or Boarding	CUP
Automatic Teller Machines (ATMs)	APR
Auto Rentals	P
Bars and Drinking Places	CUP
Convenience Store (maximum 2,500 sq. ft.)	APR
Hotels or Motels	CUP
Professional Offices	P

Restaurants	P
Storage, Outdoor	NP
Cannabis Facilities	
Cannabis Cultivation	CUP
Cannabis Delivery	CUP
Cannabis Dispensary	CUP
Cannabis Distribution	CUP
Cannabis Manufacturing	CUP
Cannabis Nursery	CUP
Cannabis Testing	CUP

Key/Permit Requirements	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements. All new uses require a Zoning Approval prior to occupancy.
APR	Administrative Permit Review and approval by the Community Development Director with review by the Development Review Committee (DRC).
CUP	Conditional Use Permit required with review by the Planning Commission
NP	Not Permitted

SECTION 11. Section 17.12.050, Special purpose land use and permit requirements for open space, park and public facility., is hereby repealed in its entirety and replaced with the following:

17.12.050 Special Purpose Land Use and Permit Requirements for Open Space, Park, and Public Facilities/Institutional

The following table identifies the uses of land allowed by this Zoning Ordinance in the Open Space (OS), Park (P), and Public Facilities/Institutional (PF) Zoning Districts.

Table 17.12-3 Open Space, Park, and Public Facilities/Institutional Zone Districts Land Use and Permit Requirements

Land Use	OS	P	PF
Agricultural, Resource and Open Space Uses			
Crop Production	P	P	P
Manufacturing and Processing Uses			
Recycling – Minor	NP	P	P
Public and Semipublic Uses			
Assembly	NP	CUP	CUP
City Government Offices and Facilities	NP	P	P
Clubs and Lodges	CUP	CUP	CUP

Cemeteries, Columbarium and Mortuaries	NP	CUP	CUP
Community Centers	CUP	CUP	P
Commercial Recreation –			
Minor	NP	NP	CUP
Major	NP	NP	CUP
Outdoor	NP	NP	CUP
Cultural Institutions	NP	CUP	CUP
Day Care	NP	CUP	CUP
Medical Services – Hospital	NP	NP	P
Parks, Playgrounds, and Golf Courses (Public)	CUP	P	P
Public Safety Facilities	CUP	CUP	CUP
Public Utility Facilities	CUP	CUP	CUP
Schools			
College and University	CUP	CUP	CUP
Primary	CUP	CUP	CUP
Secondary	CUP	CUP	CUP
Specialized Education and Training	CUP	CUP	CUP
Vocational and Trade	CUP	CUP	CUP
Trails and Bike Paths	NP	CUP	CUP
Residential			
Agricultural Employee Housing	CUP	CUP	CUP
Caretaker and Employee Housing	CUP	CUP	CUP
Commercial			
Animal Kennels and Boarding	CUP	NP	NP
Automatic Teller Machines (ATMs)	NP	APR	APR
Storage, Outdoor	CUP	NP	NP
Warehousing	NP	NP	P
Transportation and Communications			
Airport	NP	NP	CUP
Telecommunication Facilities[1]	NP	CUP	CUP
Pipelines and Utility Lines	P	P	P
Transit Stations and Terminals	NP	CUP	CUP

Notes:

(1) A communication facility may be permitted with a conditional use permit in a Public Facility Zoning District where it is located not less than 500 feet from a public school or a residential zoning district or residential general plan land use designation.

SECTION 12. Section 17.24.070(D) is hereby repealed and replaced with:

D. *Notice of Proposed Project Notification Sign.* For all projects that require review of a Conditional Use Permit, Site and Architectural Review, Minor Subdivision, Tentative Map, Planned Unit Development, Pre-zone, Annexation, Variance, General Plan Amendment, or Re-zoning, the applicant shall install a sign or signs on each site of the proposed project in accordance with the City's requirements. Upon notification by staff, a project notification form shall be installed in accordance with the City's regulations within 30 days. No application shall be

deemed complete until the project notification sign is installed.

SECTION 13. Section 17.26.030, Definitions, [the definition of Accessory dwelling unit (ADU)] is amended as follows:

> *Accessory dwelling unit (ADU)* shall have the same meaning as defined under Section 66313 of the Government Code and shall mean an attached or detached residential dwelling that provide complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling.

SECTION 14. Amend Section 17.34.020, Definitions, (the definition of Mixed-use development) of Chapter 17.34, Density Bonus, to state:

> *Mixed-use development* shall mean a development that includes residential as well as commercial, office or industrial uses. Base density in a mixed-use development shall be calculated by using the dwelling units per acre identified in the General Plan.

SECTION 15. Amend Section 17.34.020, Definitions, (the definition of Senior housing development) of Chapter 17.34, Density Bonus, to state:

> *Senior housing development* means a residential development, mobile home park, shared housing or residential care facility for the elderly (Health and Safety Code Section 1569.2) that is constructed or substantially renovated for senior citizens aged fifty-five (55) years or older.

SECTION 16. Repeal Section 17.34.030(A) of Chapter 17.34, Density Bonus, and replace with:

A. *Resident Requirements*. A housing development proposed to qualify for a Density Bonus shall be designed and constructed so that it includes at least one of the following:

1. Ten percent (10%) of the total number of units in a housing development, including shared housing, for rental or sale for lower-income households, as defined in Health and Safety Code Section 50079.5;

2. Five percent (5%) of the total number of units in a housing development, including shared housing, for rental or sale for very low-income households, as defined in Health and Safety Code Section 50105;

3. The project is a senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code Sections 798.76 and 799.5;

4. Ten percent (10%) of the total number of units in a housing development, in a common interest development as defined in Civil Code Section 4100,

are sold to persons and families of moderate income, as defined in Health and Safety Code Section 50093; provided, that all units in the development are offered to the public for purchase;

5. Ten percent (10%) of the total number of units in a housing development of housing for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11301 et seq.), where such units are subject to a recorded affordability restriction of fifty-five (55) years and provided at the same affordability level as very low income units;

6. Twenty percent (20%) of the total number of units in a housing development, for lower income students and made available at an affordable rent in an exclusively student housing development, as specified in Government Code Section 65915(b)(1)(F), where such units are subject to a recorded affordability restriction of fifty-five (55) years and priority is given to students experiencing homelessness; or

7. One hundred percent (100%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of the units in the development, including total units and Density Bonus Units, may be for moderate-income households, as defined in Health and Safety Code Section 50053.

Section 17. Repeal Section 17.34.060(C), inclusive of Table 17.34-5, of Chapter 17.34, Density Bonus, and replace with:

C. *Number of Incentives*. The applicant shall receive the following number of incentives or concessions:

1. One Incentive or Concession. One incentive or concession for a project that includes at least ten percent (10%) of the total units for lower-income households, at least five percent (5%) for very low-income households, at least ten percent (10%) for persons and families of moderate income in a common interest development, or developments that include at least twenty percent (20%) of the total units for lower income students in a student housing development.

2. Two (2) Incentives or Concessions. Two (2) incentives or concessions for a project that includes at least seventeen percent (17%) of the total units for lower-income households, at least ten percent (10%) for very low-income households, or at least twenty percent (20%) for persons and families of moderate income in a common interest development.

3. Three (3) Incentives or Concessions. Three (3) incentives or concessions for a project that includes at least twenty-four percent (24%) of the total units for lower-income households, at least fifteen percent (15%) for very low-income households, or at least thirty percent (30%) for persons and families of moderate income in a common interest development.

4. Four (4) Incentives or Concessions. Four (4) incentives or concessions for a project that includes at least sixteen percent (16%) of the total units for very low-income households or at least forty-five percent (45%) of the total units for moderate income households in a for-sale development.

5. Five (5) Incentives or Concessions. Five (5) incentives or concessions for projects where one hundred percent (100%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, may be for moderate-income households, as defined in Health and Safety Code Section 50053.

   a. If the housing development described in this subsection (C)(4) is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three (3) additional stories, or 33 feet. “Major transit stop” means a site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and also includes major transit stops that are included in the applicable regional transportation plan.

Table 17.34-5 Incentives or Concessions Summary

Target Group	Target Units				
Very Low-Income	5%	10%	15%	17%	100%[(1)(2)]
Low-Income	10%	17%	24%	--	100%[(1)(2)]
Student Housing Low Income	20%	--	--	--	--
Moderate Income	10%	20%	30%	45%	--
Maximum Incentive/Concession	1	2	3	4	5

[(1)] Projects in this category may include moderate-income units that comprise up to 20% of the development.
[(2)] Projects in this category, within one-half (1/2) mile of a major transit stop, shall also receive a height increase of up to three (3) additional stories, or 33 feet.

SECTION 18. SEVERABILITY. If any part of this Ordinance is held invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed the remainder of the Ordinance if such invalid portion thereof had been deleted.

SECTION 19. EFFECTIVE DATE. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

SECTION 20. PUBLICATION. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published in a newspaper of general circulation.

INTRODUCED at a regular City Council meeting on October 6, 2025 and **ADOPTED** as an ordinance of the City of Hollister at a regular City Council meeting on __Adoption Date__ by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Roxanne Stephens, Mayor

ATTEST:

_____
Jennifer Woodworth, MMC, City Clerk

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

_____
Mary Lerner, City Attorney

I, JENNIFER WOODWORTH, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Ordinance No. __Ordinance Number__ is an original ordinance, or true and correct copy of a City ordinance, duly adopted by the Council of the City of Hollister at a regular meeting of said Council held on __Adoption Date__, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on __Adoption Date__.

_____
Jennifer Woodworth, MMC
City Clerk of the City of Hollister

Chapter 17.34 Density Bonus

17.34.010 - Purpose

As required by Government Code Section 65915, this chapter offers Density Bonuses and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in Section 17.04.090 (Eligibility for bonus, incentives, or concessions). This chapter is intended to implement the requirements of Government Code Section 65915 et seq., and the Housing Element of the General Plan. As used in this chapter and when otherwise required by Government Code Section 65915 et seq., "housing development" means a development project for five (5) or more residential units, including a mixed-use development, that meets the requirements of Government Code Section 65915(i).

17.34.020 - Definitions

The following definitions shall apply to this Chapter:

A. *Affordable ownership cost* means a reasonable down payment and an average monthly housing cost during the first calendar year of occupancy, mortgage insurance, property taxes and property assessments, homeowner's insurance, homeowner's association dues, if any, and all other dues and fees assessed as a condition of property ownership, which does not exceed the income limits established under Section 50052.5(b) of the California Health and safety Code.

B. *Affordable rent* means monthly rent, including a reasonable allowance for garbage collection, water, electricity, gas, and other heating, cooking, and refrigeration fuels, and all mandatory fees charged for use of the property, which does not exceed the income limits established under Section 50053(b) of the California Health and Safety Code.

C. *Area median income* means the annual median income for San Benito County, adjusted for household size, as published periodically in Title 25, Section 6932, California Code of Regulations, or its successor provision, or as established by the city of Hollister in the event that such median income figures are no longer published periodically in the California Code of Regulations.

D. *Applicant* shall mean any person, firm, partnership, non-profit, association, joint venture, corporation, or any entity or combination of entities who seeks approval of a permit from the City for a development that incudes residential dwelling units on a parcel within the City which is owned or not owned by the Applicant.

E. ***Base density or base units*** **shall mean the maximum number of dwelling units per gross acre permitted on the property, as established by the general plan designation of the parcel. When the calculation of density results in a fractional number of units, the**

number of permitted units shall be rounded up to the nearest whole number. When the general plan designation of the property allows for mixed-use development, the base density shall be calculated the same as those properties which are designated only for residential uses.

F. *Child care facility* means a facility approved and licensed by the State, other than a family day care home, that provides non-medical care on less than a 24-hour basis, including infant centers, preschools, extended day care facilities, and school age children, operated and maintained by the operator or owner. Day care center does not include residential care facilities, residential service facilities, interim housing, or convalescent hospitals/nursing homes.

G. *Common Interest Development* shall mean a community apartment project, a condominium project, a planned development or a stock cooperative.

H. *Concessions* means a reduction in site development standards or a modification of zoning code or architectural design requirements, approved of mixed-use zoning or other regulatory incentives or concessions which actually result in cost reductions**.**

I. *Density Bonus* means an increase in the number of dwelling units over the otherwise maximum allowable residential density as established in the Land Use Element of the Hollister General Plan and the Zoning Ordinance in accordance with State law and this Chapter.

J. *Density Bonus Units* means those residential dwelling units approved pursuant to this Chapter, which exceed the otherwise allowable maximum allowable residential density for the development site.

K. *Development standard* means a site or construction condition, other than density or lot size, including but not limited to: a height limitation, minimum lot size, lot dimensions, setback requirements, lot coverage (except where Floor Area Ratio is used instead of lot coverage), or open space requirement that applies to a residential development pursuant to any ordinance, General Plan Element, Specific Plan, or other City condition, law, policy, resolution, or regulation.

L. *First approval* means the first of the following approvals to occur with respect to a residential development: Specific Plan, Development Agreement, Planned Unit Development Permit, Tentative Map, Minor Subdivision, Conditional Use Permit, Site Plan Review, or Building Permit.

M. *Housing Development* means a development project consisting of five or more residential units including mixed-use developments. Housing development also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by the City and consistent of residential units or unimproved residential

lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, where the result of the rehabilitation would be a net increase of the available residential units.

N. *Homeless persons* shall have the same meaning as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.).

O. *Incentives* means such regulatory incentives as defined in Section 17.30.100, Incentives and Concessions.

P. *Lower-income households* means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually. Lower-income households includes very low-income households, as defined in Section 50105, and extremely low-income households, as defined in Section 50106.

Q. *Lower income student* means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.

R. *Major transit stop* shall have the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

S. *Maximum allowable residential density* means the maximum number of dwelling units permitted for a residential project by the City's Zoning Ordinance and by the Land Use Element of the General Plan on the date that the application for the residential project is deemed complete, excluding any units allowed by a Density Bonus. If the maximum density allowed by the Zoning Ordinance is inconsistent with the density allowed by the Land Use Element of the General Plan, the General Plan density shall prevail.

T. *Mixed-use development* shall mean a development that includes residential as well as commercial, office or industrial uses.

U. *Moderate-income households* means households whose income does not exceed the moderate income limits applicable to San Benito County as published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development, adjusted for household size.

V. *Non-restricted units* means all dwelling units within a residential development except the target units.

W. *Residential development* means a development project of five or more dwelling units and includes a subdivision or common interest development.

X. *Shared housing building* shall mean a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. A shared housing building may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units. A shared housing building may include incidental commercial uses, provided that those commercial uses are otherwise allowable and are located only on the ground floor or the level of the shared housing building closest to the street or sidewalk of the shared housing building.

Y. *Shared housing unit* shall mean one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the "minimum room area" specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of "guestroom" in Section R202 of the California Residential Code.

Z. *Senior housing development* means a residential development**, mobile home park, shared housing**, **or residential care facility for the elderly (Health and Safety Code Section 1569.2)** ~~that has a minimum of 35 dwelling units and~~ that is constructed or substantially renovated for senior citizens aged fifty-five (55) years or older.

AA. *Specific adverse impact* means a significant, quantifiable, direct and unavoidable impact based on objective and identified written public health or safety standards, policies or conditions as they existed on the date that the application for the housing development was deemed complete as defined by Section 65589.5 of the Government Code.

BB. *State Density Bonus Law* means the State of California Government Code Section 65915 as may be amended.

CC. ~~*Student Housing Development* shall mean a housing development use exclusively for undergraduate, graduate, or professional student enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior colleges.~~ ***Student housing development*** **means a housing development which is used exclusively for undergraduate, graduate, or processional students enrolled full time at an institution of higher education accredited by the Wester Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. A minimum of twenty (20) percent of the units (rental beds) must be reserved for lower income students to qualify and the rent for the affordable units must be calculated at 30 percent of 65 percent of the area medium income for single-room occupancy unit type in accordance with Government Code Section 65915(b)(1)(F)(i).**

DD. *Target unit* means a dwelling unit within a housing development that is reserved for sale or rent to, and is made available at an affordable rent or affordable ownership cost to: very-low, lower, or moderate-income households, or is a dwelling unit in a senior housing development, and which qualifies the residential development for a Density Bonus and other incentives or concessions pursuant to Section 17.04.080 (State Density Bonuses for Construction of Affordable and Senior Housing) of this Article.

EE. *Very-low income households* means households whose income does not exceed the very-low income limits applicable to San Benito County as published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development, adjusted for household size.

17.34.030 - Eligibility for Bonus, Incentives, or Concessions

To be eligible for a Density Bonus and other incentives or concessions as provided by this chapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of Hollister Municipal Code, except as provided by Section 17.34.060 (Allowed Incentives or Concessions).

A. *Resident Requirements*. A housing development proposed to qualify for a Density Bonus shall be designed and constructed so that it includes at least one of the following:

1. Ten percent (10%) of the total number of ~~proposed pre-Density Bonus, base units~~ **units in a housing development, including shared housing, for rental or sale** ~~are~~ for lower-income households, as defined in Health and Safety Code Section 50079.5;

2. Five percent (5%) of the total number of ~~proposed pre-Density Bonus, base units~~ **units in a housing development, including shared housing, for rental or sale** ~~are~~

for very low-income households, as defined in Health and Safety Code Section 50105;

3. The project is a senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code Sections 798.76 and 799.5;

4. Ten percent (10%) of the total number ~~proposed pre-Density Bonus, base units~~ **of units in a housing development,** ~~are~~ in a common interest development as defined in Civil Code Section 4100, are **sold to** ~~for~~ persons and families of moderate income, as defined in Health and Safety Code Section 50093; provided, that all units in the development are offered to the public for purchase;

5. Ten percent (10%) of the total number of ~~proposed pre-Density Bonus, base units~~ **units in a housing development** of housing for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11301 et seq.), where such units are subject to a recorded affordability restriction of fifty-five (55) years and provided at the same affordability level as very low income units;

6. Twenty percent (20%) of the total number of ~~proposed pre-Density Bonus, base units are~~ **units in a housing development,** for lower income students and made available at an affordable rent in an exclusively student housing development, as specified in Government Code Section 65915(b)(1)(F), where such units are subject to a recorded affordability restriction of fifty-five (55) years and priority is given to students experiencing homelessness; or

7. One hundred percent (100%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of the units in the development, including total units and Density Bonus Units, may be for moderate-income households, as defined in Health and Safety Code Section 50053.

B. *Applicant Selection of Basis for Bonus*. For purposes of calculating the amount of the Density Bonus in compliance with Section 17.04.100 (Allowed Density Bonuses), the applicant who requests a Density Bonus shall elect whether the bonus shall be awarded on the basis of subsection (A)(1), (2), (3), (4), (5), (6), or (7) of this section. An application submitted pursuant to Section 17.04.160, shall include the number of bonus units requested pursuant to this section.

C. *Bonus Units not Included in Calculation.* Except as provided in subsection (A)(7), a Density Bonus granted in compliance with Section 17.04.100 (Allowed Density Bonuses) shall not be included when determining the number of housing units that is equal to the percentages required by subsection A of this section.

D. *Minimum Project Size to Qualify for Density Bonus.* The Density Bonus provided by this chapter shall be available only to a housing development of five (5) or more dwelling units.

E. *Condominium conversion projects.* A condominium conversion project for which a Density Bonus is requested shall comply with the eligibility and other requirements in Government Code Section 65915.5.

F. *Existing Units; Replacement.* When a proposed project affects existing units and/or any other circumstances identified in Government Code section 65915(c)(3) apply, a proposed development must replace the affected units and comply with all other requirements of Government Code section 65915(c)(3), as specified, to be eligible for a Density Bonus or other incentives or concessions.

17.34.040 - Allowed Density Bonuses

The amount of Density Bonus allowed in a housing development shall be determined in compliance with this section.

A. *Density Bonus.* A housing development that complies with the eligibility requirements in Section 17.30.030(A)(1), (2), (3), (4), (5), (6), or (7) shall be entitled to Density Bonuses as follows, unless a lesser percentage is proposed by the applicant:

1. Bonus for Units for Lower-Income Households. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.04.090(A)(1) (ten percent (10%) of units for lower-income households) shall be entitled to a Density Bonus calculated as follows:

Table 17.34-1: Density Bonus for Low-Income Units

Percentage of Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5

Percentage of Low-Income Units	Percentage Density Bonus
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

2. Bonus for Units for Very Low-Income Households. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.04.090(A)(2) (five percent (5%) of units for very low-income households) shall be entitled to a Density Bonus calculated as follows:

Table 17.34-2: Density Bonus for Very-Low Income Units

Percentage of Very-Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

3. Bonus for Senior Citizen Development. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.04.090(A)(3) (senior citizen development or mobile home park) shall be entitled to a Density Bonus of twenty percent (20%) of the number of senior housing units.

4. Bonus for Moderate-Income Units in Common Interest Development. A housing development that is eligible for a bonus in compliance with the criteria in Section

17.04.090(A)(4) (ten percent (10%) of units in a common interest development for persons and families of moderate income) shall be entitled to a Density Bonus calculated as follows:

Table 17.34-3: Density Bonus for for-Sale Moderate-Income Units

Percentage of Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5

Percentage of Moderate-Income Units	Percentage Density Bonus
43	46.25
44	50

5. Bonus for Transitional Foster Youth, Disabled Veterans, or Homeless Persons Development. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.04.090(A)(5) (transitional foster youth, disabled veterans, or homeless persons) shall be entitled to a Density Bonus of twenty percent (20%) of the units of the type giving rise to a Density Bonus.

6. Bonus for Lower Income Students in a Student Housing Development. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.04.090(A)(6) (lower income students in student housing) shall be entitled to a Density Bonus of thirty-five percent (35%) of the student housing units.

7. Bonus for Units for Lower-Income and Moderate-Income Households. A housing development that is eligible for a bonus in compliance with the criteria in Section 17.30.030(A)(7) (lower-income and moderate-income households) shall be entitled to a Density Bonus of eighty percent (80%) of the number of units of lower income households.

    a. If the housing development described in this subsection (A)(7) is located within one-half mile of a major transit stop, there shall be no maximum controls on density. “Major transit stop” means a site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and also includes major transit stops that are included in the applicable regional transportation plan.

    b. A housing development that receives a waiver from maximum controls on density shall only be eligible for a waiver or reduction of a height increase of up to three additional stories, or 33 feet, as expressly provided in Section 17.04.120(C)(4).

8. Density Bonus for Land Donation. When an applicant for a tentative map, parcel map, or other residential development approval donates land to the City in compliance with this subsection, the applicant shall be entitled to a Density Bonus for the entire development, as follows; provided, that nothing in this subsection

shall be construed to affect the authority of the City to require a developer to donate land as a condition of development.

a. Basic Bonus. The applicant shall be entitled to a fifteen percent (15%) increase above the otherwise maximum allowable residential density under the applicable Land Use Plan designation and zoning district for the entire development, and an additional increase as follows:

Table 17.34-4: Density Bonus for Land Donation

Percentage of Very Low-Income Units Proposed	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

b. Increased Bonus. The increase identified in the table above shall be in addition to any increase in density required by subsections (A)(1) through (7) of this section up to a maximum combined mandated density increase of thirty-five percent (35%) if an applicant seeks both the increase required in compliance with this subsection (A)(8), as well as the bonuses provided by subsections (A)(1) through (7) of this section.

c. Eligibility for Increased Bonus. An applicant shall be eligible for the increased Density Bonus provided by this subsection if all the following conditions are met:

(1) The applicant donates and transfers the land no later than the date of approval of the final map, parcel map, or applicable development review application for the residential development.

(2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent (10%) of the number of residential units of the proposed development.

(3) The transferred land is at least one acre in size, or of sufficient size to permit development of at least forty (40) units; has the appropriate General Plan land use designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.

(4) No later than the date of approval of the final map, parcel map, or other applicable development review application for the residential development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low-income housing units on the transferred land, except that the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(i) if the design is not reviewed by the City before the time of transfer.

(5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with Section 17.04.190 and 17.04.200 (Continued availability), which shall be recorded on the property at the time of dedication.

(6) The land is transferred to the City or to a housing developer approved by the City. The City may require the applicant to identify and transfer the land to the approved housing developer.

(7) The transferred land shall be within the boundary of the proposed development or, if the City agrees, within one-quarter (1/4) mile of the boundary of the proposed development, provided that the City Council finds, based on substantial evidence, that off-site donation will provide as much or more affordable housing at the same or even lower income levels, and of the same or superior quality of design and construction, and will otherwise provide greater public benefit, than donating land on site.

(8) No later than the date of approval of the final map, parcel map or other applicable development review application for the residential development, a proposed source of funding for the very low-income units shall be identified.

B. *Greater or Lesser Bonuses.* The City may choose to grant a Density Bonus greater than provided by this section for a development that meets the requirements of this section, or grant a proportionately lower Density Bonus than required by this section for a development that does not fully comply with the requirements of this section. The applicant may elect a lesser percentage of density increase than what is provided in this section.

C. *Density Bonus Calculations.* The calculation of a Density Bonus in compliance with this section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a Density Bonus, the residential units do not have to be based upon individual subdivision maps or parcels.

D. *Requirements for Amendments or Discretionary Approval.* The granting of a Density Bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

E. *Location of Bonus Units*. The developer may locate Density Bonus Units in the housing project in other than the areas where the units for the lower-income households are located.

17.34.050 - Density Bonus for Affordable Housing on the Site of a Commercial Development

A. An applicant seeking City approval of a commercial development that has entered into an agreement for partnered housing where at least 30 percent of the total units are dedicated to low-income households or at least 15 percent of the total units for very-low income are eligible for a development bonus, mutually agreed upon by the developer and the City, that may include, but are not limited to, any of the following:

1. Up to a 20-percent increase in maximum allowable intensity in the General Plan.

2. Up to a 20-percent increase in maximum allowable floor area ratio.

3. Up to a 20-percent increase in maximum height requirements.

4. Up to a 20-percent reduction in minimum parking requirements.

5. Use of a limited-use/limited-application elevator for upper floor accessibility.

6. An exception to a zoning ordinance or other land use regulation.

B. The agreement between the applicant and the housing developer shall identify how the commercial developer will contribute affordable housing and the timeline for construction. The agreement between the applicant and the housing developer shall be approved by the City.

C. Nothing in this Section shall preclude an affordable housing developer from seeking a Density Bonus under Section 17.04.100 (Allowed Density Bonuses). If the developer of the affordable units does not commence with construction of the affordable units as outlined in the agreement between the applicant and the housing developer, the City may withhold certificates of occupancy for the commercial development under construction until the developer has completed construction of the affordable units.

17.34.060 - Allowed Incentives or Concessions

A. *Applicant Request and City Approval.*

1. An applicant for a Density Bonus in compliance with this chapter may submit to the City a proposal for the specific incentives or concessions listed in subsection D of this section (Type of incentives) that the applicant requests in compliance with this section. The applicant may file a request either before filing a final application for City approval of a proposed project or concurrently with a final application for project approval. A preliminary application submitted pursuant to Section 17.04.160, or a final application if a preliminary application is not submitted, shall include any incentives, concessions, waivers, or parking reductions requested pursuant to this section.

2. Incentive or concession requests that comply with this section shall be granted unless either of the following findings is made, in writing, and based upon substantial evidence:

a. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for

rents for the targeted units to be set as specified in Section 9.26.070(B) (Unit cost requirements); or

b. The incentive or concession would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

B. *Waiver of Standards Preventing the Use of Bonuses, Incentives, or Concessions.*

1. As required by Government Code Section 65915(e), the City will not apply a development standard that will have the effect of physically precluding the construction of a development meeting the criteria of Section 17.04.090(A) (Resident requirements), at the densities or with the concessions or incentives allowed by this chapter.

2. An applicant may submit to the City a proposal for the waiver or reduction of development and zoning standards that will have the effect of physically precluding the construction of a development meeting the criteria of Section 17.04.090(A) (Resident requirements), at the densities or with the concessions or incentives allowed by this chapter on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements. The proposal must identify the specific waiver(s), concession(s), or incentive(s) sought and demonstrate that the request satisfies the requirements of Government Code Section 65915(e).

3. Nothing in this subsection shall be interpreted to require the City to waive or reduce development standards that would have an adverse impact upon health, safety, or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact, or upon any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law..

C. *Number of Incentives*. The applicant shall receive the following number of incentives or concessions:

1. One Incentive or Concession. One incentive or concession for a project that includes at least ten percent (10%) of the total units for lower-income households, at least five percent (5%) for very low-income households, ~~or~~ at least ten percent (10%) for persons and families of moderate income in a common interest

development, **or developments that include at least twenty percent (20%) of the total units for lower income students in a student housing development.**

2. Two (2) Incentives or Concessions. Two (2) incentives or concessions for a project that includes at least seventeen percent (17%) of the total units for lower-income households, at least ten percent (10%) for very low-income households, or at least twenty percent (20%) for persons and families of moderate income in a common interest development.

3. Three (3) Incentives or Concessions. Three (3) incentives or concessions for a project that includes at least twenty-four percent (24%) of the total units for lower-income households, at least fifteen percent (15%) for very low-income households, or at least thirty percent (30%) for persons and families of moderate income in a common interest development.

4. **Four (4) Incentives or Concessions. Four (4) incentives or concessions for a project that includes at least sixteen percent (16%) of the total units for very low-income households or at least forty-five percent (45%) of the total units for moderate income households in a for-sale development.**

5. **Five (5)** ~~Four (4)~~ Incentives or Concessions. **Five (5)** ~~Four (4)~~ incentives or concessions for projects where one hundred percent (100%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, are for lower income households, as defined by Health and Safety Code Section 50079.5, except that up to twenty percent (20%) of all units in the development, including total units and Density Bonus Units, but exclusive of a manager's unit or units, may be for moderate-income households, as defined in Health and Safety Code Section 50053.

   a. If the housing development described in this subsection (C)(4) is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three (3) additional stories, or 33 feet. “Major transit stop” means a site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and also includes major transit stops that are included in the applicable regional transportation plan.

Table 17.34-5 Incentives or Concessions Summary

Target Group	Target Units

Very Low-Income	5%	10%	15%	**16%**	100%[1][2]
Low-Income	10%	17%	24%	--	100%[1][2]
Student Housing Low Income	20%	--	--	--	--
Moderate Income	10%	20%	30%	**45%**	--
Maximum Incentive/Concession	1	2	3	**4**	**5** 4

[1] Projects in this category may include moderate-income units that comprise up to 20% of the development.

[2] Projects in this category, within one-half (1/2) mile of a major transit stop, shall also receive a height increase of up to three (3) additional stories, or 33 feet.

D. *Type of Incentives.* For the purposes of this chapter, concession or incentive means any of the following:

1. A reduction in the site development standards of the Hollister Municipal Code (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements (see also Section 17.04.130 Parking Requirements in Density Bonus Projects), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code Section 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions to provide for affordable housing costs and/or rents;

2. Approval of mixed-use land uses not otherwise allowed by the City's development and zoning ordinances, in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;

3. Other regulatory incentives proposed by the applicant or the City that will result in identifiable, financially sufficient, and actual cost reductions to provide for affordable housing costs and/or rents; and/or

4. In its sole and absolute discretion, a direct financial contribution granted by the Council, including writing down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

E. *Effect of Incentive or Concession.* The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

F. *Exceptions*. Notwithstanding the provisions of this Chapter, nothing in this section shall be interpreted to require the City to:

1. Grant a Density Bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

2. Grant a Density Bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

3. Grant a Density Bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would be contrary to state or federal law.

17.34.070 - Parking Requirements in Density Bonus Projects.

A. Applicability. This section applies to a development that meets the requirements of Section 17.04.090 (Eligibility for bonus, incentives, or concessions) but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with Section 17.04.120 (Allowed incentives or concessions).

B. Number of Parking Spaces Required.

1. At the request of the applicant, the City shall require the following vehicular parking ratios for a project that complies with the requirements of Section 17.04.090 (Eligibility for bonus, incentives, or concessions), inclusive of handicapped and guest parking:

   a. Zero (0) to one bedroom: One on-site parking space.

   b. Two (2) to three (3) bedrooms: One and one-half (1-1/2) on-site parking spaces.

   c. Four (4) and more bedrooms: Two and one-half (2-1/2) on-site parking spaces.

2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

Table 17.34–6: Parking Requirements For a Density Bonus Project

Unit Type	Required Off-Street Parking <u>Per Unit</u>
Studio	1 Parking Space
1 Bedroom	1 Parking Space
2 Bedrooms	1.5 Parking Spaces
3 Bedrooms	1.5 Parking Spaces
4+ Bedrooms	2.5 Parking Spaces

C. *Adjustments to Parking Requirements.*

1. If the development includes at least twenty percent (20%) low-income units or at least eleven percent (11%) very low-income units, and the development is located within one-half mile of a major transit stop, as defined in Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development, the parking ratio, inclusive of handicapped and guest parking, shall not exceed one-half (1/2) spaces per unit.

2. At the request of the applicant, if the development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the Health and Safety Code, no vehicular parking standards will apply:

   a. If the development is located within one-half (1/2) mile of a major transit stop, as defined in Section 21155 of the Public Resources Code, and there is unobstructed access to the major transit stop from the development.

   b. If the development is a for-rent housing development for individuals who are sixty-two (62) years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half (1/2) mile, to fixed bus route service that operates at least eight (8) times per day.

   c. If the development is either a special needs housing development, as defined in Health and Safety Code Section 51312, or a supportive housing development, as defined in Health and Safety Code Section 50675.14, and the development has either paratransit service or unobstructed access, within one-half (1/2) mile, to fixed bus route service that operates at least eight (8) times per day.

D. *Location of Parking.* For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.

E. *Religious Institution Affiliated Housing Development Projects*. The requirements of Government Code section 65913.6 shall apply to any "religious institution affiliated housing development project," as defined, that proposes to eliminate parking as part of the housing development project. Except as specifically required by Government Code section 65913.6, all other applicable provisions of this Section 17.04.130 and this Chapter 17.04 shall apply to the proposed housing development project.

17.34.080 - Bonus and Incentives for Developments with Child Care Facilities.

A. *Housing Developments.* A housing development that complies with the resident and project size requirements of Sections 17.04.090(A) and (D), and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus, incentives, and requirements.

1. Additional Bonus and Incentives. The City shall grant a housing development that includes a child care facility in compliance with this section either of the following:

   a. An additional Density Bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or

   b. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

2. Requirements to Qualify for Additional Bonus and Incentives.

   a. The City shall require, as a condition of approving the housing development, that:

      (1) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the Density Bonus Units are required to remain affordable in compliance with Section 17.04.200 (Continued Affordability and Availability); and

      (2) Of the children who attend the child care facility, the children of very low-income households, lower-income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are

required for very low-income households, lower-income households, or families of moderate income in compliance with Section 17.04.090(A) (Resident requirements).

b. The City shall not be required to provide a Density Bonus for a child care facility in compliance with this section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

B. *Commercial and Industrial Developments.* A developer of a commercial or industrial development project, containing at least fifty thousand (50,000) square feet of floor area, may be granted a Density Bonus when that developer agrees to set aside at least two thousand (2,000) square feet of interior floor area and three thousand (3,000) outdoor square footage to be used for a child care facility, other than a large or small family day care home, in compliance with Government Code Section 65917.5 (Commercial Density Bonus).

1. Allowable Density Bonuses. The allowable Density Bonus may be one of the following:

a. A maximum of five (5) square feet of floor area for each one square foot of floor area contained in the child care facility located in an existing child care facility; or

b. A maximum of ten (10) square feet of floor area for each one square foot of floor area contained in the child care facility located in a new child care facility.

2. Requirements to qualify for the additional Density Bonus shall include all of the following.

a. For purposes of calculating the allowable Density Bonus under this subsection, both the total area contained within the exterior walls of the child care facility and all outdoor areas devoted to the use of the facility in compliance with applicable State child care licensing requirements shall be considered.

b. The child care facility shall be of a sufficient size to comply with all applicable State licensing requirements in order to accommodate at least forty (40) children.

c. This facility may be located either on the project site or may be located off site as agreed upon by the developer and the City.

d. If the child care facility is not located on the site of the development project, the City shall determine whether the location of the child care facility is appropriate and whether it complies with the purpose and intent of this section.

e. The granting of a Density Bonus shall not preclude the City from imposing necessary conditions on the development project or on the additional square footage in compliance with Government Code Section 65917.5 (Commercial Density Bonus).

17.34.090 - Location and Type of Designated Units

A. Target units shall be constructed concurrently with non-restricted dwelling units or pursuant to a schedule included in the Density Bonus Housing Agreement approved pursuant to Section 17.04.180, Density Bonus Housing Agreement.

B. Single-family detached target units shall be dispersed throughout the residential development. Townhouse, row house, and multifamily target units shall be located so as not to create a geographic concentration of target units within the residential development.

C. Target units shall have the same proportion of dwelling unit types as the market-rate dwelling units in the residential development.

D. The quality of exterior design and overall quality of construction of the target units shall be consistent with the exterior design and quality of construction of the market rate units.

E. The affordable units shall be the same as the unit type of the market rate units within the development.

F. Target units made available for purchase shall include space and connections for a clothes washer and dryer within the dwelling unit. Target units made available for rent shall include either connections for a clothes washer and dryer within the target unit or sufficient on-site self-serve laundry facilities to meet the needs of all tenants without laundry connections in their dwelling units.

G. The residential development shall comply with all requirements of the Building Code, Fire Code, Housing Code and all other requirements related to the safety of the project.

17.34.100 - Density Bonus Application

Applications for a Density Bonus shall include:

A. *Application Form.* The project Applicant shall submit an application on a form prescribed by the City, with all the information listed on the form as part of the request for a Density Bonus.

B. *Site Plan.* A tentative map and/or site plan, drawn to scale, showing the number and location of all residential units, location and square footage of any commercial space, the location of the affordable units, and the layout of each unit (for single family, duplex and townhouse developments.

C. *Design of Project.* The Applicant shall submit floor plans and elevations for each unit type, drawn to scale, and noting all colors, materials and exterior design features.

D. Proposed sales price, financing, terms, rental rates or other factors which will make the units affordable.

E. Construction schedule or phasing including the timing of the construction of the affordable dwelling units.

F. *Land Donation*. If a Density Bonus is requested for a land donation, the location of the land to be dedicated, proof of site control and reasonable documentation that each of the requirements included in Government Code Section 65915(g) can be met.

G. *Mixed Use Development*. If the Density Bonus request includes a request for a mixed-use development (where mixed-use is not permitted or conditionally permitted by the zoning district in which the property is located), the square footage of the commercial development shall be noted on the site plan.

H. *Child Care Facility.* If the Density Bonus or incentive/concession is based on the provision of a childcare facility, a written summary addressing all the eligibility requirements in Government Code Section 65915(g) can be met. An application for a Site and Architectural Review to ensure that the facility will be constructed shall be submitted with an application for a Density Bonus.

I. *Condominium Conversion.* If the Density Bonus or incentive/concession is based on the provision of affordable units as part of a condominium conversion, a written summary addressing the eligibility requirements as described in Government Code Section 65915(h) have been met.

J. *Student Housing Development*. The Applicant shall provide evidence that the Applicant has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or

breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

K. *Incentives/Concession.* If an incentive/concession is requested, above the waiver of lot size granted by this Chapter, the Applicant shall submit the following:

1. The number of incentives/concessions the applicant is eligible for pursuant to State Density Bonus Law.

2. A list of all Development Standards the Applicant is requesting be waived as part of the incentives/concessions for the project.

3. A list of all of the regulatory standards the Applicant is requesting be waived as part of the incentives/concessions for the project.

4. A written description of how the incentive will result in actual cost reductions.

17.34.110 - Review of Density Bonus Application

A. An Application for a Density Bonus shall be considered by and acted upon by the approval body with authority to approve the residential development. The Density Bonus Plan may be ministerially approved or denied pursuant to the findings required by this Chapter. Any decision regarding a Density Bonus, incentive, concession, waiver, modification, or revised parking standard may be appealed in accordance with the requirements of Section 17.24.140 (Appeals) of the Zoning Ordinance.

B. An Application for a Density Bonus shall be approved pursuant to the State Density Bonus Law if the following findings can be made, in addition to the required findings of other permits as part of the project.

1. The residential development meets the requirements of this Article.

2. The proposed project provides the required number of Target Units for the proposed affordability type as listed in Section 17.04.090 (Eligibility for Bonus, Incentives, or Concessions).

3. The Applicant is requesting concessions or incentives that the project is eligible under Section 17.04.120 (Allowed Incentives or Concessions).

C. An application for a Density Bonus may be denied if the following findings are made:

1. The residential development, as proposed, does not meet the requirements of this Article.

2. The concession or incentive does not result in identifiable and actual cost reductions to provide affordable housing.

3. A concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

4. The concession or incentive would be contrary to state or federal law.

5. The proposed project does not meet the number of Target Units for the affordability type as listed in Section 17.04.090 (Eligibility for Bonus, Incentives, or Concessions).

6. The Applicant is requesting concessions or incentives in an amount greater than the number of incentives or concessions the project is eligible under Section 17.04.120 (Allowed Incentives or Concessions).

D. For projects that include land donation, the findings listed in Section 17.04.100(A)(8)(c)(2) shall also be made.

17.34.120 - Density Bonus Housing Agreement.

A. *Agreement Required.* An applicant requesting a Density Bonus shall agree to enter into a Density Bonus Agreement (referred to as the "agreement") with the City in the City's standard form of agreement.

B. *Agreement Provisions.*

1. Project Information. The agreement shall include at least the following information about the project:

a. The total number of units approved for the housing development, including the number of designated dwelling units;

b. A description of the household income group to be accommodated by the housing development;

c. Duration of the use restrictions for designated dwelling units of the time periods required by Section 17.04.200 (Continued Affordability and Availability);

d. A schedule for completion and occupancy of the designated dwelling units;

e. A description of the additional incentives and concessions being provided by the City;

f. A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and

g. Other provisions to ensure successful implementation and compliance with this chapter.

2. Minimum Requirements. The agreement shall provide, at minimum, that:

a. The developer shall give the City the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;

b. The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without written notice to the City;

c. The City shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;

d. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the certificate of occupancy;

e. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the City's costs of action including legal services; and

f. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.

3. For-Sale Housing Conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:

a. Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents;

b. The initial purchaser of each designated dwelling unit shall execute an instrument or agreement which:

(1) Restricts the sale of the unit in compliance with this Article, or other applicable City policy or ordinance, during the applicable use restriction period;

(2) Contains provisions as the City may require ensuring continued compliance with this Article and State law; and

(3) Shall be recorded against the parcel containing the designated dwelling unit.

c. The agreement shall include an equity sharing provision, as required by Government Code section 65915(c).

4. Rental Housing Conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the applicable restriction period:

a. The tenant qualifications, affordable rent category(ies), and designating dwelling units for qualified tenants;

b. Provisions requiring owners to maintain books and records to demonstrate compliance with this chapter;

c. Provisions requiring owners to submit an annual report to the City demonstrating compliance with this chapter; and

d. The applicable use restriction period shall comply with the time limits for continued availability in Section 17.04.200 (Continued Affordability and Availability).

C. *Execution of Agreement.*

1. Following approval of the agreement, and execution of the agreement by all parties, the City shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder's Office.

2. The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of building permits for the designated dwelling units.

3. The agreement shall be binding on all future owners, developers, and/or successors-in-interest.

17.34.130 - Deed Restriction

A. *Residential Units for Rent*. Prior to the issuance of a Building Permit, the Applicant shall record a restrictive covenant in the form prescribed by the City, which shall run with the land which contains the following:

1. A prohibition on non-residential use of any units, with the exception of Home Occupations approved by the City;

2. A prohibition against renting or leasing the units for a period of less than thirty (30) days;

3. A description of the affordability requirements of the Residential Housing Development pursuant to the Density Bonus and Density Bonus Housing Agreement;

4. The number of years the property is subject to affordability as required by the Density Bonus Housing Agreement; and

5. A notation that the property is subject to a Density Bonus and the requirements of a Density Bonus Housing Agreement.

B. *Residential Units for Sale*. Prior to the issuance of a Building Permit, the Applicant shall record a restrictive covenant in the form prescribed by the City, for each lot which is for sale in the development, which shall run with the land which contains the following:

1. A prohibition on non-residential use of any units, with the exception of Home Occupations approved by the City;

2. A prohibition against renting or leasing the units for a period of less than thirty (30) days;

3. The owner is required to occupy their unit as their principal residence;

4. The restriction on the sale of the affordable unit to another household that meets the affordability requirements of the unit for a period of time required by Section 65915 of the Government Code; and

5. A notation that the property is subject to a Density Bonus and the requirements of a Density Bonus Housing Agreement.

17.34.140 - Continued Affordability and Availability

The units that qualified the housing development for a Density Bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Government Code Section 65915(c). See also Section 17.04.210 (Control of Resale).

A. *Duration of Affordability*. The applicant shall agree to, and the City shall ensure, the continued availability of the units that qualified the housing development for a Density Bonus and other incentives and concessions, as follows:

1. Low- and Very Low-Income Units. The continued affordability of all low- and very low-income qualifying units shall be maintained for fifty-five (55) years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or by City policy or ordinance.

2. Moderate-Income Units in Common Interest Development. The continued availability of moderate-income units in a common interest development shall be maintained for a minimum of thirty (30) years, or a longer time if required by City policy or ordinance.

B. *Unit Cost Requirements.* The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a Density Bonus and other incentives and concessions shall not exceed the following amounts during the period of continued availability required by this section:

1. Rental Units. Rents for the lower-income Density Bonus Units shall be set at an affordable rent as defined in Health and Safety Code Section 50053.

a. For housing developments specified in Section 17.04.090(A)(7), rents for all units in the development, including both base density and Density Bonus Units, shall be as follows:

(1) The rent for at least twenty percent (20%) of the units in the development shall be set at an affordable rent, as defined in Health and Safety Code Section 50053.

(2) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for a housing

development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

2. Owner-Occupied Units. Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.

17.34.150 - Control of Resale

To maintain the availability of for-sale affordable housing units constructed in compliance with this chapter, the following resale conditions shall apply.

A. *Limits on Resale Price*. The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the local consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the City of their intent to sell. The notice shall be provided by certified mail to the Director.

B. *Units to be Offered to the City.* Home ownership affordable units constructed, offered for sale, or sold under the requirements of this section shall be offered to the City or its assignee for a period of at least ninety (90) days from the date the notice of intent to sell is delivered to the City by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households determined to be eligible for affordable units in compliance with this section. The seller shall not levy or charge any additional fees nor shall any “finder’s fee” or other monetary consideration be allowed other than customary real estate commissions and closing costs.

C. *Declaration of Restrictions.* The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions stating the restrictions imposed in compliance with this section. The grant deed shall afford the grantor and the City the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this section.

D. *City to Monitor Resale of Units*. The City may monitor the resale of ownership affordable units. The City or its designee shall have a ninety (90) day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the City for appropriate action.

17.34.160 - Judicial Relief

A. *Judicial Relief.* As provided by Government Code Section 65915(d)(3), the applicant may initiate judicial proceedings if the City refuses to grant a requested Density Bonus, incentive, or concession.

Table 17.04-1 Residential Land Uses and Permit Requirements

Land Use~~1~~	RE	R1	R2	R3	R4	R4-20	PZ ~~(16)~~	OT-M	OT-H	RWF
Residential Uses										
Accessory Structures - Less than 15 feet in height	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**
Accessory Structures – Greater than 15 feet in height	**CUP**	**CUP**	**CU P**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**
Agricultural Employee Housing 1-4 Employees 4+ Employees	 P CUP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP	 NP NP
Apartments	NP	NP	~~NP~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**
Condominiums (**4** ~~15~~)	NP	NP	NP	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	NP
Duets	NP	NP	NP	~~S&A~~ **P**	~~S&A~~ **P**	NP	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**
Duplex	NP	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	NP	~~S&A~~ **P**	~~S&A~~ **P** ~~(5)~~	~~S&A~~ **P** ~~(5)~~	P~~(4)~~
~~Home Occupation (1)~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
Manufactured Home (**1** ~~2~~)	P	P	P	P	NP	NP	P	P	P	P
Mobile Home (**1** ~~3~~)	P	P	P	P	NP	NP	P	P	P	P
Mobile Home Parks	**P**	**P**	**NP**	**NP**	**NP**	NP	**NP**	**NP**	**NP**	NP
~~Residential Accessory Uses and Structures Less than 120 sq. ft. (13) More than 120 sq. ft. (14) Higher than 15 feet~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CU P~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~	 ~~P~~ ~~BP~~ ~~CUP~~
~~Residential Care Homes 6 or fewer 7 or more~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CU P~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~	 ~~P~~ ~~CUP~~
Accessory Dwelling Units ~~(6)~~	**ADU** ~~P~~	**ADU** ~~P~~	**ADU** ~~See Note 7~~	**ADU** ~~See Note 7~~	**ADU** ~~See Note 7~~	**ADU** ~~NP~~	**ADU** ~~P~~	**ADU** ~~See Note 7~~	**ADU** ~~See Note 7~~	**ADU** ~~P~~
Single-Family—Attached	NP	NP	NP	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	NP

Single-Family—Detached	P	P	NP (**3** ~~8~~)	P	NP (**3** ~~8~~)	NP	P	P ~~(8)~~	CUP (**3** ~~8~~)	P
~~Supportive Housing Facility~~ ~~7 or fewer~~ ~~8 or more~~										
Triplex, Fourplex	NP	NP	NP	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P** (**2** ~~5~~)	~~S&A~~ **P** (**2** ~~5~~)	~~S&A~~ **P** ~~(4)~~
Retail Uses										
Bed and Breakfast Inns ~~(9)~~	NP	NP	NP	NP	NP	NP	CUP	CUP	CUP	NP
Animal Kennels **and Boarding**	CUP	NP	NP	NP	NP	NP	NP	NP	NP	NP
~~Small~~ Neighborhood Market ~~and Convenience~~	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	NP
Services, Public and Semipublic Uses										
Ambulance Services	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Clubs and Lodges	CUP	CUP	NP	NP	NP	NP	CUP	CUP	CUP	NP
Community Care Facility **6 or fewer** **7 or more**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **APR**	**P** **APR**	**P** **CUP**	**P** **APR**	**P** **APR**	**P** **CUP**
~~Convalescent Hospitals/Nursing Homes (10)~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~NP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~
Cultural Institutions ~~(Library, Museum)~~	CUP	APR	NP	NP	NP	NP	CUP	CUP	CUP	NP
~~Child Day Care~~ ~~Small Family~~ ~~Large Family (11)~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~	~~P~~ ~~APR~~
Child Day Care Centers ~~(lot size greater than one acre)~~	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Family Day Care	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**
Medical Services - Hospitals ~~(10)~~	CUP	CUP	NP	NP	NP	NP	NP	NP	NP	NP
~~Libraries, Museums~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~NP~~	~~CUP~~	~~CUP~~	~~CUP~~	~~CUP~~
Park and Recreation Facilities	CUP	CUP	CUP	CUP	CUP	NP	CUP	CUP	CUP	CUP
~~Parking Lots and Structures~~	~~NP~~	~~NP~~	~~NP~~	~~S&A~~	~~S&A~~	~~NP~~	~~S&A~~	~~S&A~~	~~S&A~~	~~NP~~

Public Utility or Safety Facility	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**	**CUP**
Religious Assembly ~~(12)~~	P	P	P	P	P	NP	P	P	P	P
Supportive Housing **6 or fewer** **7 or more**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**
Transitional Housing **6 or fewer** **7 or more**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**	**P** **CUP**
Schools—College and University	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Schools-Primary	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Schools – Secondary	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Schools – Specialized Education and Training	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Schools – Vocational and Trade	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Schools—Public/Private	CUP	CUP	CUP	CUP	CUP	NP	CUP	CUP	CUP	CUP
~~**Telecommunications Facilities**~~										
~~Major~~ Telecommunication Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
~~Minor~~	~~P~~	~~P~~	~~P~~							
~~Public Utility or Safety Facilities (10)~~ ~~Utilities—Minor~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~	~~CUP~~ ~~P~~

~~1~~ **Permit Requirement**	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
ADU	**Accessory Dwelling Unit Permit and approval by the Community Development Director with review by the Development Review Committee (DRC) for compliance with Chapter 17.32, Accessory Dwelling Units.**
APR	Administrative Permit Review and approval **by the Community Development Director with review** by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
~~MTUP~~	~~Major Temporary Use Permit.~~

CUP	Conditional Use Permit required with Planning Commission approval.
~~S&A~~	~~Site and Architectural Review required with Planning Commission approval.~~
NP	Not Permitted.

Additional Use Regulations and Notes:

~~(1) See Section 17.22.130 (Home Occupations) for uses allowed and permit requirements.~~

~~(2) Manufactured homes permitted on a permanent foundation subject to standards for the applicable district.~~

(**1**~~3~~) **Manufactured and** Mobile homes are required to be ~~permitted~~ on a permanent foundation where the development and must comply ~~complies~~ with the ~~residential~~ **development** standards **of the zoning district in which the property is located** and the minimum development density **identified in the General Pla**n ~~for the applicable district~~.

~~(4) These types of housing are permitted in the RWF zoning district provided the overall density standards for the Specific Plan are met.~~

(**2** ~~5~~) On corner lots, an entrance shall be oriented to each street frontage. On interior lots, the unit shall be designed to maintain a single-family residential appearance from the street frontage with access to the second unit, parking and utilities concealed from the street.

~~(6) Accessory dwelling units are permitted where performance standards in Chapter 17.32 (Accessory Dwelling Units) can be met. Accessory dwelling units are permitted only on lots occupied by one existing or proposed detached single-family dwelling.~~

~~(7) Permitted where a single-family residence was established on a legal lot that is less than 8,000 square feet in size and the accessory second unit complies with the standards in Chapter 17.32 (Accessory Dwelling Units) and there is future multifamily development on the parcel or lot consolidation with adjoining parcels to accommodate future multifamily development.~~

(**3** ~~8~~) An existing single-family home that is the only dwelling on a parcel that was lawfully constructed and involuntarily damaged or destroyed by fire or other calamity may be rebuilt.

~~(9) See Section 17.22.080 for bed and breakfast requirements.~~

~~(10) Establishment of the land use is prohibited if the property is located in the Flood Hazard Overlay zone.~~

~~(11) See Section 17.22.140 (Large Family Child Care Homes) requirements.~~

~~(12) Places of religious worship allowed provided all the conditions in Section 17.22.180 (Religious Assembly) are met.~~

~~(13) Setback is 18 inches for structures less than 120 square feet or eight feet high.~~

~~(14) Setback is five feet for accessory structures more than 120 square feet or eight feet high. A three-foot setback may be allowed for a structure with a fire wall that complies with the California Building Code.~~

(**4** ~~15~~) See Chapter 16.17 "Conversion of multifamily rental units" for information on condominium conversion requirements.

~~(16) All projects within the performance overlay (PZ) zoning district which utilize the standards of the performance overlay which do not meet the standards of the base zoning district, shall be subject to conditional use permit approval by the planning commission in addition to any other entitlement requirements.~~

17.06.020 Home Office zone land uses and permit requirements.

The following Table 17.06-1 identifies the uses of land allowed by this Zoning Ordinance in the Home Office Zoning District, and the land use permit required to establish each use in compliance with this chapter.

Table 17.06– 1 Home Office District Land Use and Permit Requirements

Residential Uses	
Accessory Dwelling Units	ADU
Accessory Structures – Less than 120 sq. ft. and 15 feet in height	P
Accessory Structures – Greater than 120 sq. ft. or 15 feet in height	CUP
Apartments	P
Condominiums	P
Duplex	P
Live Work Unit	CUP
Single Family - Attached	P
Single Family-Detached	P
Triplex, Fourplex	P
Retail Uses	
Artist Studio	CUP
Bed and Breakfast	CUP
Beauty Salon and Barber Shops (maximum 2 chairs)	APR
Services, Public and Semipublic Uses	
Community Care Facility 6 or fewer 7 or more	 P CUP
Child Day Care Center	CUP
Family Day Care	P
Medical Services – Clinics and Laboratories	CUP
Religious Assembly	CUP
Transitional Housing 6 or fewer 7 or more	 P CUP
Schools – Primary	CUP
Schools – Secondary	CUP
Schools – Public/Private	CUP
Office Uses	
Professional Office	APR
Medial Services – Clinics and Laboratories	CUP
Handicraft Industries, small scale manufacturing	CUP

17.08.020 Commercial and Mixed-Use Zone land uses and permit requirements.

The following table identifies the uses of land allowed by this Zoning Ordinance in each commercial and mixed-use zone, and the land use permit required to establish each use, in compliance with Section 17.02.030 (Districts Established and Designated).

~~Site and Architectural Review shall be required for construction of new buildings, and master sign programs in the Commercial and Mixed-Use Zoning Districts unless a Master Architectural, Landscaping, Lighting and Sign Program has been approved by the Planning Commission for the property within the last three years and the Development Services Director determines that the submittal substantially conforms with the approved program. Site and Architectural Review shall also be required for façade improvements to the roof lines or the location of doors or window of existing buildings that face streets or public use areas. Administrative Site and Architectural Review is required for some uses that involve outdoor sales activities such as auto sales and nursery products or minor alterations to the exterior of a building.~~

~~A. Administrative or administrative review shall be required for the following:~~

~~1. *Administrative Permit Review.* Uses that involve outdoor sales activities such as auto sales and nursery products or changes to the façade of a building that faces a public street or road.~~

~~2. *Façade Improvement/Alteration.* For the addition or removal of up to two doors or windows where the Director determines that the alteration is harmonious with the defining architectural characteristics of the building in relation to materials, scale, size and color and that the building will comply with applicable codes for health and safety, fire, ingress and egress and standards for commercial development. The City Planner may require the addition of an awning or similar feature to comply with the intent of the Commercial and Mixed-Use General Development Standards.~~

Table 17.08-1 Commercial and Mixed Use Zone Uses and Permit Requirements

Land Use~~1~~	CO	GC	NG	Additional Use Regulations	DMU	NMU	WG	Additional Use Regulations
Commercial Uses								
~~**Accessory Retail Sales**~~	~~**P**~~	~~**P**~~	~~**P**~~		~~**P**~~	~~**P**~~	~~**P**~~	
24-Hour Operations	**CUP**	**CUP**	**CUP**		**CUP**	**CUP**	**CUP**	
Adult Entertainment **Establishment** ~~Facilities~~	NP	NP	NP		NP	NP	NP	
Alcohol Sales (Retail)	**NP**	**CUP**	**CUP**		**CUP**	**CUP**	**CUP**	
Ambulance Services	CUP	CUP	CUP	~~(24)~~	NP	NP	NP	~~(24)~~
~~Animal Sales and Services~~ ~~Animal Boarding~~ ~~Animal Grooming~~ ~~Animal Hospitals~~ ~~Animal Retail Sales~~	~~NP~~ ~~NP~~ ~~CUP~~ ~~NP~~	~~APR~~ ~~P~~ ~~CUP~~ ~~P~~	~~CUP~~ ~~CUP~~ ~~P~~ ~~P~~	~~(1) for APR~~	~~NP~~ ~~NP~~ ~~CUP~~ ~~NP~~	~~CUP~~ ~~P~~ ~~CUP~~ ~~P~~	~~CUP~~ ~~P~~ ~~CUP~~ ~~P~~	
Ancillary Deli or Café	**CUP**	**P**	**P**		**P**	**P**	**P**	
Animal Kennels or Boarding	**NP**	**APR**	**CUP**		**NP**	**CUP**	**CUP**	

Animal Sales and Services	**NP**	**APR**	**APR**		**NP**	**P**	**P**	
Animal Veterinary Clinics and Hospitals	**CUP**	**CUP**	**CUP**		**CUP**	**CUP**	**CUP**	
~~Antique and Collectible Shops~~	~~NP~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	
Artists' Studios	APR	P	P		P	P	P	
Automated Teller Machines (ATMs)	**APR** ~~AP~~	**APR** ~~AP~~	**APR** ~~AP~~	~~(1)~~	**APR** ~~AP~~	**APR** ~~AP~~	**APR** ~~AP~~	~~(1)~~
~~Bakeries~~ ~~Retail~~ ~~Wholesale~~ ~~Wholesale accessory to bakery~~	~~NP~~ ~~NP~~ ~~NP~~	~~P~~ ~~CUP~~ ~~P~~	~~P~~ ~~CUP~~ ~~P~~		~~P~~ ~~NP~~ ~~NP~~	~~P~~ ~~NP~~ ~~NP~~	~~P~~ ~~NP~~ ~~CUP~~	
Bail Bonds	**NP**	**CUP**	**CUP**		**CUP**	**NP**	**NP**	
Bars and Night Clubs	NP	CUP	CUP	~~(2)~~	**CUP** ~~APR~~	CUP	CUP	~~(2)~~
Bed and Breakfast Inns	CUP	CUP	CUP	~~(2)~~ See § 17.22.080	CUP	CUP	CUP	~~(2)~~ See § 17.22.080
~~Broker (Auto, Mortgage, Stock)~~	~~P~~	~~P~~	~~P~~	~~Enclosed Building~~	~~P~~	~~P~~	~~P~~	~~Enclosed building~~
~~Building Materials and Services~~ ~~With Incidental Retail Ready Mix~~ ~~Commercial Building~~	~~NP~~ ~~NP~~	~~NP~~ ~~P~~	~~P~~ ~~P~~	~~(4)~~	~~NP~~ ~~P~~	~~NP~~ ~~P~~	~~NP~~ ~~P~~	~~Not allowed in a mixed-use building~~
Building Material Store **Indoor** **Ancillary Outdoor Storage/Display**	**NP** **NP**	**P** **CUP**	**P** **CUP**		**P** **CUP**	**P** **CUP**	**P** **CUP**	**Not allowed in a mixed-use building**
Business Support Services	CUP	P	P		P	P	P	
Catering Services	NP	P	P		P	P	P	
Commercial Filming	P	P	P		P	P	P	
~~Commercial Recreation & Entertainment (2)~~ ~~Building Less than 25,000 sq. ft.~~ ~~Building Greater than 25,000 sq. ft. or Outdoor Use~~	~~P(5) CUP~~	~~(5) CUP~~	~~(5) CUP~~	~~(2)~~	~~P(5) CUP~~	~~P(5) CUP~~	~~P(5) CUP~~	~~(2)~~
Commercial Recreation **Major** **Minor** **Outdoor**	**CUP** **APR** **CUP**	**CUP** **APR** **CUP**	**CUP** **APR** **CUP**		**CUP** **APR** **CUP**	**CUP** **APR** **CUP**	**CUP** **APR** **CUP**	**CUP** **APR** **CUP**
~~Convenience Stores~~ ~~With Gas Pumps~~	~~NP~~ ~~NP~~	~~P~~ ~~CUP~~	~~P~~ ~~CUP~~	~~(2)~~	~~NP~~ ~~NP~~	~~P~~ ~~CUP~~	~~P~~ ~~CUP~~	~~(2)~~
Donation Kiosk	**NP**	**APR**	**APR**		**NP**	**APR**	**APR**	
Drive-Thru Service and Sales	**NP**	**CUP**	**CUP**		**NP**	**CUP**	**CUP**	

~~Entertainment, Live (Excluding Adult Entertainment)~~	~~NP~~	~~CUP~~	~~CUP~~	~~(2)~~	~~P~~	~~CUP~~	~~CUP~~	~~(2)~~
Equipment Sales, Services, and Rentals, **Indoor** ~~within an Enclosed Structure~~	NP	P	P CUP	~~(3)~~	NP	P	CUP	~~(3)~~ **Not allowed in a mixed use building**
Farm Equipment Sales and Supplies, **Indoor** ~~in an Enclosed Commercial Building~~	NP	P	P		NP	P	P	Not allowed in a mixed use building
Financial Services	P	P	P		P	P	P	
~~Food and Beverage Sales~~	~~NP~~	~~P~~	~~P~~	~~(2)~~	~~P~~	~~P~~	~~P~~	~~(2)~~
Fortunetelling	P	P	NP		NP	NP	NP	
Fuel and Ice Dealers	NP	CUP	CUP		NP	CUP	CUP	
Funeral Services	CUP	CUP	CUP		CUP	CUP	CUP	
~~Health and Fitness Clubs~~	~~P~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	
Hotels and Motels ~~Extended Stay~~	NP ~~NP~~	P ~~P~~	P ~~P~~		CUP ~~CUP~~	CUP ~~CUP~~	CUP ~~CUP~~	
~~Laboratories~~	~~APR~~	~~APR~~	~~APR~~	~~(5)~~	~~NP~~	~~NP~~	~~NP~~	
Laundries **and Dry-Cleaning Plants** ~~Limited~~ ~~Unlimited~~	**CUP** ~~APR~~ ~~CUP~~	**CUP** ~~APR~~ ~~CUP~~	**CUP** ~~APR~~ ~~CUP~~	(1)	**CUP** ~~APR~~ ~~CUP~~	**CUP** ~~APR~~ ~~CUP~~	**CUP** ~~APR~~ ~~CUP~~	(1)
Laundromat	**NP**	**P**	**P**		**NP**	**P**	**P**	
Live Entertainment (Excluding Adult Entertainment)	**NP**	**APR**	**APR**		**APR**	**APR**	**APR**	
Live-Work Units One to Two Two or More	NP **NP**	NP **NP**	NP **NP**		P CUP	P CUP	NP CUP	
~~Maintenance and Repair Services Incidental and Accessory to Retail Sales in an Enclosed Commercial Building~~ ~~Major Minor~~	~~NP~~ ~~NP~~	~~NP~~ ~~P~~	~~NP~~ ~~P~~	~~(6)~~	~~NP~~ ~~P~~	~~NP~~ ~~P~~	~~NP~~ ~~P~~	~~Not allowed in a mixed use building~~ ~~(6)~~
~~Maintenance?~~								
Medical Services Clinics **and** Laboratories Extended Care	~~(12)~~ APR NP	APR CUP	APR CUP	~~(24)~~ ~~(5)~~	APR CUP	APR CUP	APR CUP	~~(24)~~ ~~(5)~~
~~Nurseries~~ **Nursery** ~~Indoors Outdoors~~	NP	P	P	~~(4)~~	P	P	P	Not allowed in a mixed-use building (4)

Offices Business and Professional ~~Large Scale~~ Office Parks	P NP	P NP	P P		P NP	P NP	P NP	
Pawn Shop	NP	CUP	NP	~~(8)~~	NP	CUP	NP	~~(9), (10)~~
Personal Services	P	P	P		P	P	P	
Personal Improvement Services	P	P	P		P	P	P	
Printing and Publishing Limited Unlimited	APR(~~1~~) NP	P CUP	P CUP		P NP	P NP	P CUP	
Recreational Vehicle Parks	NP	NP	CUP	**(1)** ~~(11)~~	NP	NP	NP	
~~Recycling Facilities~~ ~~Reverse Vending~~ ~~Small~~ ~~Large~~	~~S&A~~ ~~NP~~ ~~NP~~	~~S&A~~ ~~NP~~ ~~NP~~	~~S&A~~ ~~NP~~ ~~NP~~	~~See § 17.22.170 Standards~~	~~S&A~~ ~~NP~~ ~~NP~~	~~S&A~~ ~~NP~~ ~~NP~~	~~S&A~~ ~~NP~~ ~~NP~~	~~See § 17.22.170 Standards~~
Recycling Facilities **Major** **Minor**	**CUP** **APR**	**CUP** **APR**	**CUP** **APR**		**CUP** **APR**	**CUP** **APR**	**CUP** **APR**	
Repair and Maintenance – Consumer Products	**APR**	**APR**	**APR**		**CUP**	**CUP**	**CUP**	
Research and Development ~~Services~~	NP	NP	CUP		NP	NP	CUP	
Restaurants Restaurant ~~(Sit-Down)~~ **With** Drive-Through or Drive-In **With Outdoor Dining**	CUP ~~NR~~ **NP** **NP**	P ~~APR~~ **CUP** **APR**	P ~~APR~~ **CUP** **APR**	~~(2)~~ ~~See § 17.22.090~~	P **NP** ~~APR~~ **APR**	APR **CUP** ~~APR~~ **APR**	APR **CUP** ~~APR~~ **APR**	~~(2)~~ ~~See § 17.22.090~~
Retail Sales	NP ~~(12)~~	P	P		P	P	P	~~Flammable or hazardous materials not allowed in a mixed-use building~~
Retail Sales – Outdoor Storage and/or Display	NP	CUP	CUP		NP	CUP	CUP	
Secondhand or Consignment Stores	NP	P	NP	(10)	P	P	P	(9), (10)
~~Service Stations~~	~~NP~~	~~S&A~~	~~S&A~~	~~(2) See § 17.22.200~~	~~NP~~	~~S&A~~	~~S&A~~	~~(2)~~ ~~See § 17.22.200~~
Shopping Centers	NP	~~S&A~~ **P**	~~S&A~~ **P**		NP	~~S&A~~ **P**	~~S&A~~ **P**	
Tattoo or Body Piercing Parlors	P	P	NP		P	P	P	(9)

Wholesale Bakery	**NP**	**CUP**	**CUP**		**NP**	**NP**	**NP**	
Vehicle Related Sales and Services								
Brokerage	**P**	**P**	**P**		**P**	**P**	**P**	
Car Wash, Detailing	**NP**	**CUP**	**CUP**		**NP**	**NP**	**CUP**	
Service Stations	**NP**	**CUP**	**CUP**		**NP**	**CUP**	**CUP**	
Vehicle Repair Facility **Major** **Minor**	**NP** **NP**	**NP** **NP**	**CUP** **APR**	**(2)**	**NP** **NP**	**NP** **NP**	**CUP** **CUP**	**(2)(3)**
Vehicle Sales ~~and Ancillary Services~~ Indoors Outdoors	 NP NP	 P NP	 P APR	~~(12)~~	 APR(~~27~~) **(5) NP**	 P NP	 **P**~~(6),~~ **NP**~~(13)~~	
~~Vehicle Repair Facilities~~ ~~Major~~ ~~Minor~~	~~NP~~	~~NP~~	~~APR~~	~~(14)(13), (5)~~	~~NP~~	~~NP~~	~~CUP~~	~~(2) (15)~~ ~~(13), (5)~~
Vehicle Storage	NP	NP	NP		NP	NP	NP	
~~Vehicle Washing~~	~~NP~~	~~APR~~	~~APR~~	~~(5), (16)~~	~~NP~~	~~NP~~	~~S&A~~	~~(5), (16)~~
~~Warehousing/Storage~~ ~~Limited for Retail Sales~~ ~~Wholesale and Distribution~~	~~NP~~ ~~NP~~	~~CUP~~ ~~NP~~	~~CUP~~ ~~CUP~~	~~(17)~~ ~~(17)~~	~~CUP~~ ~~NP~~	~~CUP~~ ~~NP~~	~~CUP~~ ~~NP~~	~~(17)~~
Public and Semipublic Uses								
Assembly Uses	**NP**	**CUP**	**CUP**		**CUP**	**CUP**	**CUP**	
Clubs and Lodges	CUP	CUP	CUP	(2)	CUP	CUP	CUP	~~(2)~~
~~Convalescent Hospitals/Nursing Homes~~	~~CUP~~	~~CUP~~	~~NP~~	~~(24)~~	~~CUP~~	~~CUP~~	~~CUP~~	~~(24)~~
Cultural Institutions ~~(Libraries and Museums)~~	CUP	CUP	CUP		APR	APR	APR	(5)
Day Care ~~Centers~~	~~CUP~~ **APR**	~~CUP~~ **APR**	~~CUP~~ **APR**		~~CUP~~ **APR**	~~CUP~~ **APR**	~~CUP~~ **APR**	
Government Offices	P	P	P		P	P	P	
Medical Services - Extended Care	**CUP**	**CUP**	**NP**		**CUP**	**CUP**	**CUP**	
Medical Services - Hospital	NP	CUP	CUP	~~(24)~~	NP	CUP	CUP	~~(24)~~
Park and Recreation Facilities	CUP	CUP	CUP		CUP	CUP	CUP	
~~Parking Lots and Structures~~	~~S&A~~	~~S&A~~	~~S&A~~		~~S&A~~	~~S&A~~	~~S&A~~	
Public Safety Facilities	~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	~~(24)~~	APR	APR	APR	~~(24)~~
~~Public Utility Service Yards~~	~~NP~~	~~NP~~	~~NP~~		~~NP~~	~~NP~~	~~NP~~	
~~Religious Assembly~~	~~P*~~	~~P*~~	~~CUP~~	~~*See § 17.22.180~~	~~NP~~	~~CUP~~	~~CUP~~	

Tasting Room	**NP**	**P**	**P**		**P**	**P**	**P**	
Residential Uses								
~~New~~ Single-Family ~~Residential~~	NP ~~NP~~	NP ~~NP~~	NP ~~NP~~	Replacement ~~(20)~~ **(4)**	NP ~~NP(21)~~	NP ~~CUP~~	NP ~~CUP~~	Replacement ~~(20)~~ **(4)**
Caretaker and Employee Housing	CUP	CUP	CUP		CUP	CUP	CUP	
Community Care Facility **6 or fewer** **7 or more**	**NP** **NP**	**NP** **NP**	**NP** **NP**		**P** **CUP**	**P** **CUP**	**P** **CUP**	
Emergency Shelter	**NP**	**CUP**	**P** **~~(23)~~**		**NP**	**CUP**	**CUP**	
~~Existing Commercial Building~~ ~~First Floor~~ ~~Second Floor Reuse for Residential~~	~~NP~~ ~~NP~~	~~NP~~ ~~NP~~	~~NP~~ ~~NP~~		~~NP~~ ~~S&A~~	~~NP~~ ~~S&A~~	~~APR~~ ~~S&A~~	
~~New~~ Mixed-Use **Development** ~~Building~~	NP	NP	NP		~~S&A~~ **P**	~~S&A~~ **P**	~~S&A~~ **P**	
Multifamily	**NP**	**NP**	**NP**		P	P	P	
Family Day Care ~~Day Care Homes, Family—Large~~	**NP** ~~P~~	NP	NP		**P** ~~APR~~	**P** ~~APR~~	**P** ~~APR~~	
~~Second Dwelling Unit~~	~~NP~~	~~NP~~	~~NP~~		~~NP~~	~~NP~~ ~~(23)~~	~~NP~~	
~~Temporary Residential Shelter~~ ~~Small Temporary Residential Shelter~~ ~~Large Temporary Residential Shelter~~	~~NP~~ ~~NP~~	~~CUP~~ ~~CUP~~	~~P~~ ~~(22)~~ ~~P(22)~~		~~NP~~ ~~NP~~	~~CUP~~ ~~CUP~~	~~CUP~~ ~~CUP~~	
~~**Industrial Use** (See Chapter 17.10)~~	~~NP~~	~~NP~~	~~NP~~		~~NP~~	~~NP~~	~~NP~~	
~~**Accessory Uses and Structures**~~								
~~Utilities—Minor~~	~~P~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~	
~~Temporary Uses~~	~~TUP~~	~~TUP~~	~~TUP~~	~~See § 17.24.180~~	~~TUP~~	~~TUP~~	~~TUP~~	~~See § 17.24.180~~
Telecommunications								
Telecommunication Facilities	**See Chapter XX**							
Cannabis Facilities								
Cannabis Cultivation	NP	NP	CUP	**See Chapter 5.42**	NP	NP	CUP	**See Chapter 5.42**
Cannabis Delivery	NP	NP	CUP	**See Chapter 5.42**	NP	NP	CUP	**See Chapter 5.42**
Cannabis Dispensary	NP	NP	CUP	**See Chapter 5.42**	NP	NP	NP	**See Chapter 5.42**

Cannabis Distribution	NP	NP	CUP	**See Chapter 5.42**	NP	NP	CUP	**See Chapter 5.42**
Cannabis Manufacturing	NP	NP	CUP	**See Chapter 5.42**	NP	NP	CUP	**See Chapter 5.42**
Cannabis Nursery	NP	NP	CUP	**See Chapter 5.42**	NP	NP	NP	**See Chapter 5.42**
Cannabis Testing	NP	NP	CUP	**See Chapter 5.42**	NP	NP	CUP	**See Chapter 5.42**

~~1~~**Permit Requirement**	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
APR	Administrative Permit Review and approval **by the Community Development Director with review** by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
~~MTUP~~	~~Major Temporary Use Permit.~~
CUP	Conditional Use Permit required with Planning Commission approval.
~~S&A~~	~~Site and Architectural Review required with Planning Commission approval.~~
NP	Not permitted.

Additional Use Regulations and Notes:

~~(1) Administrative Permit Review shall be required to ensure compliance with standards in Section 17.24.190(B)(2) (Site and Architectural Review Project Review).~~

~~(2) See Section 17.22.070, Alcohol uses.~~

~~(3) Vehicles rented for hauling shall be stored within an enclosed building or off-site in the M-1 Zoning District.~~

~~(4) An Administrative Permit Review is required for establishment of outdoor storage to assure compliance with standards for screening in Sections 17.08.030(E), (J) and (N) and Section 17.22.160 (Outdoor merchandise and display activities).~~

~~(5) Use is allowed with an Administrative Permit Review or if required a Site and Architectural Review to assure compliance with Chapter 17.18 (Pedestrian, Bicycle, Parking and Loading Standards).~~

~~(6) Maintenance and repair service shall be accessory to retail sales and located within a portion of the building screened from public view and the sales floor and display areas.~~

~~(7) Exempt if property is within a city-approved parking assessment district in compliance with Section 17.18.090(A)(4) (General Parking Reduction).~~

~~(8) There shall be a minimum distance of 750 feet between pawn shops.~~

~~(9) There shall a maximum of one per street frontage on a block.~~

~~(10) No firearm or weapon sales shall be allowed.~~

(1)~~(11)~~ Recreational Vehicle parks shall be sited at least 500 feet from State Highway 25 or San Felipe Road.

~~(12) Minor retail sales that directly relate to the principal use are permitted as an accessory use in the CO district. Retail sales shall not occupy more than ten percent of the total gross floor area of the structure(s) on a site and shall be incidental to the principal use except for~~ professional pharmacies that are part of a medical office complex.

(13) Minor auto services uses such as an oil change/smog facility, tire shop and repairs that would be accessory to a fuel service station or dealership will be allowed. Welding is prohibited in the Mixed-Use Zones.

(2) ~~(14) Limited auto-related uses that would normally be permitted in an Industrial Zoning District may be allowed in the North Gateway District with an Administrative Permit Review subject to~~ **Allowed subject to** the following requirements:

(a) The automobile repair or alteration of the body or exterior of an automobile use(s) shall be located on an interior lot that does not have frontage on Highway 25 or San Felipe Road or behind buildings that front San Felipe Road.

(b) The operation shall be contained within an enclosed building. Roll-up doors shall be oriented away from public streets and screened from public use area on adjoining properties.

(c) Storage of automobiles for repair or service shall be within an enclosed building or concealed by an attractive masonry garden wall or similar vegetative screen. The use of a cyclone fence with wood slats or barbed wire shall be prohibited.

(d) Visible off-street parking shall be limited to a 20-minute loading zone for customer pick-up/drop off and employee parking.

(e) The facility shall not share a boundary with property located in a Residential Zoning District or a hotel/motel.

(f) The cumulative area of the auto-related uses shall not constitute more than 20 percent of the uses on an interior street or lot ten percent of the uses in the North Gateway Zoning District.

(3) ~~(15) Auto Repair, Tune-up, Body Shop, Tire Store.~~ One auto service facility **is allowed within** that would serve the West Gateway District and surrounding residential land uses will be allowed within the WG district with a conditional use permit with the following standards. The combined auto repair/maintenance use(s) shall be confined to an area not larger than two acres.

(a) In order to establish an attractive entrance to Hollister and avoid an industrial appearance, all vehicles shall be contained within an enclosed building or concealed by an attractive garden wall or similar vegetative screen with the exception of a 20-minute loading zone for customer pick-up/drop and employee parking.

(b) The facility shall not share a boundary with property located in the R1, R-2, R-3 or R4 District.

~~(16) A Conditional Use Permit is required for any vehicle washing, drying or vacuuming done by mechanical means within 250 feet of a residential zoning district or the property line of a building with a mix of commercial and residential uses. An acoustic study may be required by the City Planner.~~

~~(17) The following additional regulations shall apply to all limited warehousing uses:~~

~~(a) All storage shall be kept within an enclosed building, except propane or gasoline powered engines or storage tanks or any boats or vehicles incorporating such components shall be stored only in designated screened areas.~~

~~(b) Offices, animal-related uses and animal storage, manufacturing, assembly of goods, and retail or wholesale distribution of any item stored within the facility shall be prohibited at the limited warehouse facility.~~

~~(c) The repair, construction, or reconstruction of any boat, engine, motor vehicle, furniture, appliance, machinery and the storage of any propane or gasoline storage tank is prohibited within any structure used for limited warehousing or on the premises of such limited warehousing, unless otherwise provided for in this Zoning Code.~~

~~(18) Major facilities shall be located a minimum of 500 feet from a Residential Zoning District or school. Stealth telecommunication facilities are required with a CUP on properties located in the North Gateway Zoning District. Telecommunication facilities shall be aesthetically and architecturally compatible with adjacent structures and features in terms of shape, materials and colors and the City Planner may require stealth telecommunication facilities in the GC Zoning District to assure compatibility with surrounding land uses. Facilities shall comply with requirements in Section 17.22.240, Article II, (Telecommunications).~~

~~(19) Municipal wells, drainage, and flood control facilities may be considered subject to an Administrative Permit for compliance with standards in Section 17.24.190(B) (Site and Architectural Review) of this title.~~

(4) ~~(20)~~ A single-family residence lawfully established prior to the effective date of the ordinance codified in this chapter may be reconstructed if the building is involuntarily damaged or partially damaged by a fire or other calamity. The building shall be constructed consistent with the standards in the Old Town Zoning District.

~~(21) An exception may be allowed for lots located in the Fault Hazard Overlay Zone and if is not feasible for the property owner to conduct a surface fault investigation for a commercial or multifamily use due to the size of the property and surrounding land uses.~~

~~(22) Small temporary residential shelters (STRS) or large temporary residential shelter (LTRS) is permitted by right in the NG Zoning District provided that if it is located at least 1,000 feet from another STRS or LTRS, 500 feet from a public park, a public or private K-12 school or~~

~~an R1, R2 or OT Zoning District and within 1,000 feet of a bus route. An exception to the 1,000-foot separation from an R1, R2 or OT District may be made if the shelter is located on the opposite side of Highway 25 or San Felipe Road. The STRS and LTRS shall comply with standards in Section 17.22.120 (Homeless Shelters or Transitional Housing) of this title. A Conditional Use Permit is required for a STRS that does not comply with the location and development standards or in the NG Zoning District.~~

~~(23) Permitted where a single-family residence was established on a legal lot that is less than 8,000 square feet in size and the accessory second unit complies with the standards in Chapter 17.32 (Accessory Dwelling Units) and there is not potential for lot consolidation with adjoining parcels to accommodate future multifamily development.~~

~~(24) Establishment of the land use is prohibited if the property is located in the Flood Hazard Overlay Zone.~~

~~(25) Minor vehicle repair facilities are not permitted within the Downtown Hollister Historic District.~~

~~(26) Restaurants drive-through or drive-in are not permitted within the Downtown Hollister Historic District.~~

(5) ~~(27)~~ Outdoor vehicles sales shall not be permitted within the Downtown Hollister Historic District or the Monterey Street Historic District.

~~(28) See Chapter 5.42 "Cannabis Facilities Regulatory Permit" for information on criteria, procedures, standards, requirements, regulations, and provisions for cannabis.~~

17.10.020 Industrial/manufacturing zone land uses and permit requirements.

The following table identifies the uses of land allowed by this Zoning Ordinance in each industrial zone, and the land use permit required to establish each use, in compliance with this chapter. ~~Commercial uses allowed in the General Commercial and North Gateway Zoning Districts may be allowed with a Conditional Use Permit in the industrial zoning districts.~~

~~Site and Architectural Review shall be required for construction of new buildings, and master sign programs in the industrial zoning districts unless a Master Architectural, Landscaping, Lighting and Sign program has been approved by the Planning Commission for the property within the last three years and the Development Services Director determines that the submittal substantially conforms to the approved program. Site and Architectural Review shall also be required for major façade improvements to portions of existing buildings that face streets or public use areas including alteration of roof lines or the location of doors or windows. Administrative Permit Review (APR) is required for uses that involve outdoor sales activities such as auto sales and nursery products or changes to the façade of a building that does face a public street or road. APR is also required for the addition or removal of up to two doors or windows where the Director determines that the alteration is harmonious with the defining architectural characteristics of the building in relation to materials, scale, size and color and that the building will comply with applicable codes for health and safety, fire, ingress and egress and standards for commercial development. The City Planner may require the addition of an awning or similar feature to comply with the intent of the Industrial Zone Districts.~~

Table 17.10-1 Industrial Zone Districts Land Use and Permit Requirements

LAND USE	M1 ~~S~~	IBP
Manufacturing, Processing and Service Uses		
~~Auto and equipment repair~~	~~P~~	~~P~~
~~Beverage production~~	~~P~~	~~P~~
~~Body shop, detailing~~ **Car Wash, Detailing**	~~APR~~	~~CUP~~
Clothing **Factory** ~~products~~	P	P
Concrete, gypsum and plaster products	CUP	NP
Construction contractors storage yards	APR	NP
Chemical **Plants** ~~products, fertilizer~~	CUP	NP
~~Electrical and electronic equipment, instruments manufacturing~~	~~P~~	~~P~~
~~Food products~~	~~P~~	~~P~~
Food processing	CUP	CUP
~~Furniture and fixtures manufacturing~~	~~P~~	~~P~~
Glass products **factory**	P	P
Animal Kennels and ~~animal~~ boarding	P	APR
Handicraft industries, small-scale manufacturing	P	P
Hazardous Materials or Waste Facilities	**CUP**	**CUP**
Laundries and dry-cleaning plants	**CUP** ~~P~~	**CUP** ~~P~~
Lumber and wood products manufacturing	APR (**3** ~~6~~)	NP
~~Machinery manufacturing~~	~~P~~	~~P~~
Metal ~~products~~ fabrication, machine and welding shops	P	P
Manufacturing	P	P
~~Parking for trucks, busses, service vehicles~~	~~APR~~	~~NP~~
Paper products **Production**	P	NP
Paving **and roofing** materials **production**	CUP	NP
Pharmaceuticals	P	P
Plastics and rubber products **production**	P	NP
Printing and publishing, limited and unlimited	P	P

~~Public utility or safety facilities~~	~~CUP~~	~~CUP~~
Recycling—Composting	CUP (**3** ~~6~~)	CUP (**3** ~~6~~)
~~Recycling Facilities~~ ~~Small collection facility, reverse vending machines~~ ~~Large collection facility, scrap and dismantling yards~~	~~(1)~~ ~~S&A~~ ~~CUP (6)~~	~~(1)~~ ~~S&A~~ ~~CUP (6)~~
Recycling Facilities **Major** **Minor**	 **CUP** **APR**	 **CUP** **APR**
Repair and maintenance—Consumer products	P	P
Research and development	P	P
Service stations	CUP	CUP
Stone and cut stone products	CUP	NP
Structural clay and pottery products	P	NP
Storage, accessory	**P**	**P**
Storage, outdoor	APR ~~(2),~~ (6)	APR (2), (6)
Storage, personal storage facilities	APR ~~(2),~~ (6)	APR (2), (6)
Vehicle repair facilities Major Minor	 APR APR	 APR APR
Vehicle Sales	**CUP**	**CUP**
~~Truck, service truck and~~ vehicle storage ~~or parking~~	~~AS&A~~ **CUP**	CUP
Warehouse ~~Warehousing, wholesaling and distribution~~	P	CUP
Wholesaling and distribution	P	P
Animal veterinary clinics and ~~animal~~ hospital	P	P
Agricultural, Resource and Open Space Uses		
Crop production	P	P
Commercial Uses and Services		
Ancillary office supplies or copying occupying ten percent of the first floor area of the industrial building or complex or a maximum of 3,000 sq. ft.	**APR** ~~AS&A~~	**APR** ~~AS&A~~
Automatic teller machines (ATMs)	**APR** ~~AP~~	**APR** ~~AP~~
Adult entertainment establishments	**CUP** ~~P (3)~~	**CUP** ~~P (3)~~
Convenience store ~~convenience store~~ (max. 2,500 sq. ft.)	~~S&A~~ **APR**	~~S&A~~ **APR**
Courier and small package delivery service	**P**	**P**
Commercial uses allowed in the General Commercial and North Gateway Zoning Districts (see Chapter 17.08)	CUP	CUP
Professional offices	CUP	CUP
~~Small~~ **Ancillary** café or deli (10% of the first floor area of the industrial building or complex or a maximum of 3,000 sq. ft.)	**APR** ~~AS&A~~	**APR** ~~AS&A~~
Public and Semi Public Uses ~~Recreation, Assembly and Educational Uses~~		
Auditorium	NP	CUP
Assembly Uses	**CUP**	**CUP**
Child day care center 1—14 children	**APR** ~~AS&A~~	**APR** ~~AS&A~~
Child day care center 15 or more children	CUP (4)	CUP (4)
Emergency Shelter	**CUP**	**NP**
Commercial Recreation, Minor~~Health/fitness clubs~~	**APR**	**APR**
Commercial Recreation, Major	**CUP**	**CUP**
Commercial Recreation, Outdoor	**CUP**	**CUP**
Cultural Institutions ~~Library or museum~~	CUP	CUP
Parks, playgrounds, golf courses	CUP	CUP

Public Utility or Safety Facilities	**CUP**	**CUP**
~~Religious worship~~	~~NP~~	~~CUP~~
Schools—Vocational and Trade	CUP	CUP
~~Sports facilities and outdoor public assembly~~	~~CUP~~	~~CUP~~
Trails, bike paths	CUP	CUP
Theatres, assembly and meeting halls	NP	CUP
Residential		
Caretaker and employee housing	~~ACUP~~ **APR**	~~ACUP~~ **APR**
Transportation and Communication		
Telecommunication ~~Communication~~ Facilities ~~Antennas, communication facilities~~	CUP (5)	CUP (5)
~~Pipelines and utility lines~~	~~P~~	~~P~~
Transit stations and terminals	CUP	CUP
Cannabis Facilities		
Cannabis cultivation	CUP (7)	CUP (7)
Cannabis delivery	CUP (7)	CUP (7)
Cannabis dispensary	CUP (7)	CUP (7)
Cannabis distribution	CUP (7)	CUP (7)
Cannabis manufacturing	CUP (7)	CUP (7)
Cannabis nursery	CUP (7)	CUP (7)
Cannabis testing	CUP (7)	CUP (7)

Permit Requirement by Zone	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
APR	Administrative Permit Review and approval **by the Community Development Director with review** by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
~~MTUP~~	~~Major Temporary Use Permit.~~
CUP	Conditional Use Permit required with Planning Commission approval.
~~S&A~~	~~Site and Architectural Review required with Planning Commission approval.~~
NP	Not Permitted.

Additional Use Regulations and Notes:

~~(1) See Section 17.22.170 (Recycling Facilities) for standards for these uses.~~

~~(2) Administrative Permit Review required ensuring screening from all public view areas in compliance with Section 17.10.040(H) of this chapter.~~

~~(3) Permitted use must comply with standards in Section 17.22.050 (Adult Entertainment Establishments).~~

(**1** ~~4~~) Child care centers with 15 or more children are not permitted in the Airport Safety Overlay zones - Runway Protection, Inner Safety, Outer Safety and Traffic Pattern Zone.

(**2** ~~5~~) In order to avoid interference with aircraft, antennas for telecommunications facilities shall be prohibited within the Hollister Municipal Airport Influence Area on the most currently adopted Hollister Municipal Airport Comprehensive Land Use Plan. See Chapter 17.22 Article II Telecommunication Facilities for standards and application submittal requirements.

(**3** ~~6~~) Outdoor storage of materials and personal storage facilities must be located at least 500 feet from State Highway 25 or San Felipe Road.

(**4** ~~7~~) Subject to special use regulations in Chapter 5.42 "Cannabis Facilities Regulatory Permit" for information on criteria, procedures, standards, requirements, regulations, and provisions for cannabis.

17.12.020 Land uses and permit requirements for the Airport District.

~~Site and Architectural Review shall be required for construction of new buildings in the AP Zoning District unless a Master Architectural, Landscaping, Lighting and Sign program has been approved by the Planning Commission for the property within the last three years and the Development Services Director determines that the plans substantially conform to the approved program. Site and Architectural Review shall also be required for major façade improvements to portions of existing buildings that face streets or public use areas including alteration of roof lines or the location of doors or windows. An Administrative Permit Review is required for the addition or removal of up to two doors or windows where the Director determines that the alteration is harmonious with the defining architectural characteristics of the building in relation to materials, scale, size and color and that the building will comply with applicable codes for health and safety, fire, ingress and egress and standards for commercial development. The City Planner may require the addition of an awning or similar feature to comply with the intent of the District.~~

The following table identifies the uses of land allowed by this Zoning Ordinance in the Airport Zoning District.

Table 17.12-1 Airport Zone Districts Land Use and Permit Requirements

Land Use—Airport	**Permit Requirements**
Agricultural, Resource and Open Space Uses	
Crop production	P
~~Floriculture~~	~~P~~
Aviation Related Uses	
Aircraft chartering and leasing	P
Air cargo facilities	P
~~Aircraft electronics sales and services~~	~~S&A~~
Air freight terminal	CUP
Aircraft parking, tie-down and aircraft hangars **or** ~~and~~ shelters	P
~~Aircraft parts rebuilding~~	~~P~~
~~Aviation related, flying or navigational schools~~	~~APR~~
Aircraft sales~~, manufacture, service and related administrative offices~~	P
Aircraft Manufacturing	**P**
Aircraft Repair or Services	**P**
Aircraft Research and Design	**P**
Airport	**P**
~~Airport administration and maintenance buildings and facilities~~	~~P~~
Auto rentals	CUP
~~Aviation equipment and accessories sales or repair~~	~~P~~
~~Aviation storage~~	~~P~~
Commercial and industrial uses incidental to and in support of Hollister Municipal Airport subject to the requirements of the applicable General Commercial or Light Industrial Zoning District	CUP
~~Executive/general aviation terminal facilities with related offices and food services uses~~	~~P~~ CUP
~~Federal aviation administration flight service facilities~~	~~P~~
~~Fixed base operations~~	~~CUP~~
Aircraft Fuel **Facility** ~~or lubricant sales and facilities~~	P

Hang gliding	NP
~~Intermodal facilities~~	~~P~~
Cultural Institutions (**related** ~~Museums and other cultural displays relation~~ to aviation)	APR
~~Municipal emergency response facilities~~ **Public Safety Facilities**	P
~~Passenger terminals with accessory uses~~	~~P~~
Private parking **facilities**	CUP
~~Public parking facilities~~	~~P~~
Public gatherings in conjunction with an airport-related activity sponsored or approved by the Hollister Municipal Airport	**MTUP** ~~APR~~
~~Runways, taxiways, aprons, and related lighting and air support apparatus~~	~~P~~
Schools – Specialized Aviation Education and Training	**APR**
Commercial Uses and Services	
Ancillary office supplies or copying occupying ten percent of the first floor area of the industrial building or complex or a maximum of 3,000 square feet	APR
Automatic teller machines (ATMs)	**APR** ~~AP~~
Convenience store ~~convenience store~~ (maximum 2,500 sq. ft.)	~~S&A~~ **CUP**
Courier and small package delivery service	P
~~Small~~ **Ancillary** café or deli **(less than 5,000 sq. ft.)**	APR
Residential Uses	
Caretaker and employee housing	CUP

Permit Requirement	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
APR	Administrative Permit Review and approval by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
MTUP	Major Temporary Use Permit.
CUP	Conditional Use Permit required with Planning Commission approval.
S&A	Site and Architectural Review required with Planning Commission approval.
NP	Not permitted.

17.12.030 Land use and permit requirements for the Airport Support (AS) Zoning District.

~~Site and Architectural Review shall be required for construction of new buildings in the AS Zoning District unless a Master Architectural, Landscaping, Lighting and Sign program has been approved by the Planning Commission for the property within the last three years. Site and Architectural Review shall be required for construction of new buildings, and master sign programs in the Airport Support Zoning District unless a Master Architectural, Landscaping, Lighting and Sign Program has been approved by the Planning Commission for the property within the last three years and the Development Services Director determines that the submittal substantially conforms to the approved program. Site and Architectural Review shall also be required for major~~

~~façade improvements to portions of existing buildings that face streets or public use areas including alteration of roof lines or the location of doors or windows. Administrative Permit Review (APR) is required for uses that involve such as rental car parking or changes to the façade of a building that does face a public street or road. APR is also required for the addition or removal of up to two doors or windows where the Director determines that the alteration is harmonious with the defining architectural characteristics of the building in relation to materials, scale, size and color and that the building will comply with applicable codes for health and safety, fire, ingress and egress and standards for commercial development. The City Planner may require the addition of an awning or similar feature to comply with the intent of the Districts.~~

The following table identifies the uses of land allowed by this Zoning Ordinance in the Airport Support Zoning District. **For projects that include direct access to the airport, a separate Access Approval is required.**

Table 17.12-2 Airport Support Districts Land Use and Permit Requirements

Land Use—Airport Support	**Permit Requirement**
Agricultural, Resource and Open Space Uses	
Crop Production	P
Manufacturing and Processing Uses	
Industrial uses permitted in the IBP Zoning District and subject to the requirements of the Industrial Business Park Zoning District	P
Aircraft manufacturing	P
~~Aircraft parts manufacturing~~	~~P~~
Air Freight terminal	CUP
~~Public~~ aircraft sales ~~and promotion~~	CUP (1)
~~Aeronautical related services to the general public~~	~~CUP (1)~~
Aircraft **Repair or Services** ~~maintenance~~	CUP (1)
Aircraft **Manufacturing** ~~parts rebuilding~~	CUP (1)
~~Aircraft electronic sales and service~~	~~CUP (1)~~
~~Aircraft pilot or navigational~~ schools **– Specialized Aviation Education and Training**	CUP (1)
~~Retail sales of aircraft fuel and lubricant sales~~ **Aircraft Fuel Facilities**	NP
~~Aircraft agricultural services~~	~~NP~~
Aircraft parking incidental to business use	P (2)
Aircraft parking, hangers solely for storage	NP
Aircraft Research and Design or Testing	**P**
Wholesale aircraft and parts distribution	P
Recreation, Educational and Institutional Uses	
Health/fitness clubs	CUP
Medical Services - Hospital	NP
Parks, playgrounds, golf courses	CUP
~~Special aviation related libraries and museums~~ **Cultural Institutions related to aviation**	CUP
Schools—Specialized aviation related education and training	CUP
Schools—Other	NP
Trails, bike paths	CUP
~~Land Use—Airport Support~~	~~Permit Requirement~~
Retail Trade	

Automatic teller machines (ATMs)	AP**R** ~~(3)~~
Auto rentals	P
Bars and drinking places	CUP
Convenience store (maximum 2,500 sq. ft.)	APR~~(4)~~
~~Deli or café, outdoor seating, sidewalk cafe~~	~~APR (4)~~
Hotels **or** ~~and~~ motels	CUP ~~(4)~~
~~Long-term mobile food vending~~	~~APR~~
~~Offices, business and professional~~ **Professional Offices**	P
~~Private property mobile food vending~~	~~APR~~
Restaurants	P ~~(4)~~
~~Sales yards~~	~~APR~~
~~Short-term mobile food vending~~	~~APR~~
Services	
Automatic teller machines (ATMs)	AP
Cemeteries, columbarium, mortuaries	NP
~~Child day care centers~~ **Day Care**	NP
City government offices and facilities	P
~~Kennels and animal boarding~~ **Animal Kennels or Boarding**	CUP
Public Safety Facilities	**CUP**
Public utility ~~and safety~~ facilities	CUP
Storage, outdoor	NP
Prohibited Land Uses	
Telecommunication ~~Antennas, communication~~ facilities	NP
Cannabis Facilities	
Cannabis cultivation	CUP ~~(5)~~
Cannabis delivery	CUP ~~(5)~~
Cannabis dispensary	CUP ~~(5)~~
Cannabis distribution	CUP ~~(5)~~
Cannabis manufacturing	CUP ~~(5)~~
Cannabis nursery	CUP ~~(5)~~
Cannabis testing	CUP ~~(5)~~

Permit Requirement by Zone:	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
APR	Administrative Permit Review and approval by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
~~MTUP~~	~~Major Temporary Use Permit.~~
CUP	Conditional Use Permit required with Planning Commission approval.
~~S&A~~	~~Site and Architectural Review required with Planning Commission approval.~~

NP	Not permitted.

Additional Use Regulations and Notes:

~~(1) A conditional use permit for the aviation related land use near the Hollister Municipal Airport shall be allowed only if the following findings can be made:~~

~~a. Public improvements or funds will not be required for the successful operation of the business or use.~~

~~b. There is not sufficient land available within the Hollister Municipal Airport Layout Plan area to support the proposed land use within the foreseeable future.~~

~~c. The proposed land use will not directly compete with existing services or planned services/uses in the Hollister Municipal Airport Layout Plan and applicable master plans for the Hollister Municipal Airport.~~

~~d. The proposed land use will contribute to the economic vitality of the Hollister Municipal Airport.~~

~~e. The proposed land use will not jeopardize grant assurances for the city of Hollister with the Federal Aviation Administration.~~

(2) An airport access permit is required to access the Hollister Municipal Airport pursuant to Chapter 8.28 of the Municipal Code.

~~(3) Administrative Permit Review shall be required to ensure compliance with standards in Section 17.24.190(B)(2) (Site and Architectural Review Project Review).~~

~~(4) See Section 17.22.070 (Alcohol Uses) for commercial uses that sell alcohol for permit requirements.~~

~~(5) Subject to special use regulations in Chapter 5.42 "Cannabis Facilities Regulatory Permit" for information on criteria, procedures, standards, requirements, regulations, and provisions for cannabis.~~

17.12.050 Special purpose land use and permit requirements for open space, park and public facility.

Open Space, Park and Public Facilities/Institutional. Site and Architectural Review shall be required for construction of new buildings in the OP, P and PF Zoning Districts unless a Master Architectural, Landscaping, Lighting and Sign program has been approved by the Planning Commission for the property within the last three years and the Development Services Director determines that the submittal substantially conforms with the approved program. Site and Architectural Review shall also be required for major façade improvements to portions of existing buildings that face streets or public use areas including alteration of roof lines or the location of doors or windows. Administrative Permit Review (APR) is required for uses that involve such as rental car parking or changes to the façade of a building that does face a public street or road. APR is also required for the addition or removal of up to two doors or windows where the Director determines that the alteration is harmonious with the defining architectural characteristics of the building in relation to materials, scale, size and color and that the building will comply with applicable codes for health and safety, fire, ingress and egress and standards for commercial development. The City Planner may require the addition of an awning or similar feature to comply with the intent of the Districts.

Commercial Uses on Open Space, Park and Public Facilities/Institutional Districts. Commercial leases for use of portions or segments of open space or a park or underutilized buildings or areas in the PF district may be allowed with City Council approval. The intent is to enhance the recreation experience in the open space and park districts where practical and feasible and in the public facility/institutional district to provide opportunity for private businesses to utilize underutilized buildings or areas with enhanced cultural and educational programs, business incubators, shared workspaces, or event centers where desirable or feasible. Furthermore, commercial uses may be desirable in certain circumstances to provide revenues to offset maintenance costs of the balance of a park or municipal property.

Each proposed lease shall be carefully studied and judged on the merits of the location of the property, and the type of property on a case-by-case basis.

A. Prior to release of a request for proposal for use of a building or property, the City Council shall adopt a resolution pursuant to Section 3.06.060 of the Hollister Municipal Code that the building or segment of property is not necessary for municipal purposes during the term of the lease or any extension authorized by the City Council.

B. Prior to submitting a lease for City Council approval, a request for proposal shall be issued articulating the scope and purpose of the commercial use in context of the property type and surrounding uses.

C. Commercial leases at park or open space lands may include commercial concessions, equipment rentals, specialty training or other similar uses that are compatible and incidental and complementary to the primary purpose of the park or open space area.

D. Commercial leases of buildings or areas in the public facility/institutional zoning district shall be compatible with surrounding land uses and to the extent feasible enhance programing or services in the community and if possible, nearby uses.

E. Approval of a lease shall require a Conditional Use Permit.

1. A recommendation from the Parks and Recreation Commission shall be required as part of the Conditional Use Permit application for a lease within any municipal park or open space.

2. After receipt of the Planning Commission recommendation, a public hearing on the Conditional Use Permit and lease plan shall be scheduled before the City Council. After the hearing, the Council may approve the Conditional Use Permit and Lease, may disapprove the permit or lease, or may adopt the plan and lease with changes, provided that any changes to the plan that were not considered by the Commission shall be referred to the Commission for its recommendation.

~~Failure of the Commission to report within 45 days after the referral, or any longer period set by the Council, shall be deemed a recommendation for the approval of the changes.~~

The following table identifies the uses of land allowed by this Zoning Ordinance in the Open Space, Park and Public Facility Zoning districts.

Table 17.12-3 Open Space, Park and Public Facilities/Institutional Zone Districts Land Use and Permit Requirements

Land Use	OS	P	PF
Agricultural, Resource and Open Space Uses			
Crop production	P	P	P
Manufacturing and Processing Uses			
Recycling—**Minor** ~~Reverse vending machine~~	NP	P	P
~~Recycling—Small collection facility Recycling~~	~~NP~~	~~NP~~	~~CUP~~
Recreation, Education and Public Assembly Uses			
~~Religious~~ Assembly **Uses** ~~Churches places of worship with schools~~	NP	**CUP** ~~NP~~	CUP
Clubs and Lodges	**CUP**	**CUP**	**CUP**
Community centers	CUP	CUP	P
Commercial Recreation - Indoor ~~Health/fitness clubs~~	NP	NP	CUP
Cultural Institutions ~~Libraries and museums (public/nonprofit)~~	NP	CUP	CUP
~~Membership organization facilities~~	~~CUP~~	~~P~~	~~P~~
Parks, playgrounds, golf courses	~~NP~~ **CUP**	~~NP~~ **P**	P
Schools—College and university, secondary, elementary	CUP	CUP	P
Schools—Specialized education and training	CUP	CUP	P
Commercial Recreation – Outdoor ~~Sports facilities and outdoor public assembly~~	NP	CUP	CUP
~~Studios for dance, art, music, photography, etc.~~	~~P~~	~~P~~	~~P~~
Trails, bike paths	NP	CUP	CUP
~~Theatres and meeting halls~~	~~NP~~	~~CUP~~	~~CUP~~
Residential			
Agricultural employee housing ~~—4 or fewer employees~~	CUP	CUP	CUP
~~Agricultural employee housing—4 or more employees~~	~~CUP~~	~~CUP~~	~~CUP~~
Caretaker **and employee** housing	CUP	CUP	CUP
~~Organizational houses~~	~~NP~~	~~NP~~	~~CUP~~
~~**Retail Trade**~~			
~~Certified farmer's market~~	~~MUP~~	~~MUP~~	~~MUP~~
Services			
Automatic teller machines (ATMs)	NP	P	P
Cemeteries, columbarium, mortuaries	NP	CUP	CU**P**
~~Child day care centers~~ **Day Care**	NP	CUP	CUP
City government offices and facilities	NP	P	P
~~Corporation yard~~	~~NP~~	~~NP~~	~~CUP~~
Animal kennels and ~~animal~~ boarding	CUP	NP	NP
Medical services—Hospitals	NP	NP	P ~~(3)~~
Public utility **Facilities** ~~and safety facilities~~	CUP	CUP	CUP ~~(3)~~
Public Safety Facilities	**CUP**	**CUP**	**CUP**
~~Storage accessory~~	~~P~~	~~P~~	~~P~~
Storage, outdoor	CUP	NP	NP
Warehousing	NP	NP	P
Transportation and Communications			

Airport~~s~~	NP	NP	CUP
Telecommunication Facilities ~~Antennas, communication facilities~~	NP	**CUP** ~~NP~~ (1) ~~(see exception)~~	CUP (2)
~~Heliport~~	~~NP~~	~~NP~~	~~CUP~~
Pipelines and utility lines	P	P	P
Transit stations and terminals	NP	CUP	CUP

Permit Requirement by Zone:	
P	Permitted use in zoning district. It is the responsibility of the building owner, or lessee to secure any permits or complete tenant improvements to assure that the use complies with applicable federal, state and local requirements.
~~AP~~	~~Administrative Permit issued at Development Services Department.~~
APR	Administrative Permit Review and approval **by the Community Development Director with review** by the Development Review Committee (DRC) for compliance with standards without a public hearing.
~~mTUP~~	~~Minor Temporary Use Permit.~~
~~MTUP~~	~~Major Temporary Use Permit.~~
CUP	Conditional Use Permit required with Planning Commission approval.
~~S&A~~	~~Site and Architectural Review required with Planning Commission approval.~~
NP	Not permitted.

Additional Use Regulations and Notes:

(1) A communication facility may be permitted with a conditional use permit in a Public Facility Zoning District where it is located not less than 500 feet from a public school or a residential zoning district or residential general plan land use designation.

~~(2) The existing telecommunication monopoles authorized by a Conditional Use Permit prior to the enactment of this Zoning Ordinance shall be considered conforming land uses. Stealth design and co-location shall be required for any replacement poles.~~

~~(3) Establishment of the land use is prohibited if the property is located in the Flood Hazard Overlay zone.~~

17.02.020 Definitions.

This section provides definitions of terms and phrases used in this Zoning Ordinance that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other chapters of the City Code, these definitions shall prevail for the purposes of this Zoning Ordinance. If a word is not defined in this chapter, or other chapters of the City Code, the most common dictionary definition is presumed to be correct. Words used in the present tense shall include the future; words used in the singular shall include the plural; the word "shall" or "must" is mandatory, and the word "may" is directory.

A. *Definitions of Specialized Terms and Phrases.* The following definitions are in alphabetical order.

24-Hour Operations **means any land use which is open to employees, business operations, and/or the public for twenty-four (24) hours in any single day, with no period of closure.**

Accessory dwelling unit means a second permanent dwelling that is accessory to a legally constructed primary dwelling on the same site in a residential zoning district. A secondary unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. See Chapter 17.32.

~~*Accessory retail uses* means Retail sales shall not occupy more than ten percent of the total gross floor area of the structure(s) on a site and shall be incidental to the principal use except for professional pharmacies that are part of a medical office complex. the retail sales of various products (including food) in a store or similar facility that is located within~~ **a** ~~an health care, hotel, office, or industrial complex for the purpose of serving employees or customers, and is not visible from public streets. These uses include pharmacies, gift shops, and food service establishments within hospitals; convenience stores and food service establishments within hotel, office and industrial complexes.~~

Accessory structure **means a detached structure which is incidental to a lawfully established principal structure on the same lot and used to support a lawfully established use.**

Accessory use ~~*or structure*~~ means a use ~~or structure~~ subordinate to the principal use on the same lot as authorized by the specific zoning district and serving a purpose customarily incidental to the principal use, without altering the character **of a lawfully allowed use** ~~the site or the premises established by the principal use district~~, **as determined by the Community Development Director.**

Adult means a person aged 18 or over.

Adult entertainment establishment. See Section 17.22.050.

Affordable housing means ~~a~~ housing units affordable to families earning at or below 120 percent of the county median income, including very low, low, median and moderate income units. The specific affordability levels shall be established by ~~resolution of the City Council.~~ **the Department of Housing and Community Development in the State Income Limits for San Benito County.**

Agent means a person authorized in writing by the property owner to represent and act for a property owner in contacts with city employees, committees, Commissions, and the Council, regarding matters regulated by this Zoning Ordinance.

Agriculture means farming, dairying, pasturage, apiaries, horticulture, viticulture and animal or poultry husbandry, but not including the commercial feeding of garbage or offal to swine or other animals.

Agriculture Employee Housing **means living quarters for farm or agricultural laborers located on or adjacent to the agricultural operations.**

Airport means an area used for aircraft landing, **flight services, administration offices, terminals (executive and general**), take-off, storage, and maintenance, ~~including appurtenant~~ airport **related** buildings, aircraft operations and related facilities, ~~including~~ aprons and taxiways, tie-down areas, hangers, control towers, ~~and~~ safety lights, communications equipment, and related structures.

Aircraft Chartering and Leasing **means a company which provides a service where a company, individual or organization can hire the company to fly to a specific destination or where a licensed pilot can lease or rent a plane for personal uses.**

Aircraft Fuel Facility means a facility which sells fuel or lubrication for use in aircrafts.

Aircraft Manufacturing **means the manufacture of aircraft or aircraft components, electrical systems, parts or other items used on airplanes.**

Aircraft Repair or Services **means the repair of all components of an airplane or servicing of the airplane including washing, maintenance services or painting.**

Aircraft Research and Design means a business involved in the design and testing of aircrafts and aircraft related components.

Aircraft Sales **means the sale or leasing of an airplane or airplane components or accessories.**

Air Cargo Facilities **means a company which loads and moves goods by aircraft for profit.**

Air Freight Terminal **means a facility which loads goods onto planes for transport, but does not include the ownership of the planes.**

Aircraft Parking, Tie-Down and Aircraft Hangers or Shelters **means the parking, temporary locating, or storage of an aircraft within a structure or on a paved area.**

Alcohol Sales, Retail **means the sale of beer, wine, and or liquor for consumption off site.**

Alley means a public or private roadway that provides vehicle access to the rear or side of lots having other public street frontage and that is not intended for general traffic circulation.

Ambulance Services **means an establishment which provides ambulance services for the public and includes office, storage and maintenance of ambulances, and temporary sleeping facilities for an ambulance crew.**

Ancillary Deli or Café **means the preparation and sale of food items such as snacks, sandwiches, coffee or specialty drinks, salads, etc. as an accessory use to a lawfully established primary use on the same site.**

~~*Animal Sales and Services means the following uses:*~~

~~1.~~ *Animal kennels or boarding* means facilities for the keeping, boarding or maintaining of four or more dogs four months of age or older, or four or more cats for commercial purposes, except for dogs or cats in pet shops or animal hospitals.

~~2.~~ *Animal sales and services means* facilities which sells pets or provides grooming, pet washing, or similar services. The retails sales of pet goods and food is included within the general retail use.

~~3.~~ *Animal veterinary clinics and hospitals* means **an** ~~office and entirely~~ indoor medical treatment facilities used by veterinarians, including large and small animal veterinary clinics, and animal hospitals.

Artist Studio **means a facility where an individual(s) produces creative items for sale and/or display and includes pottery, photography, painting, sculpting or other similar mediums. Artist studios include creative spaces for production as well as an area for accessory retail sales.**

Assembly Building or Site **means a building or site that is primarily used for Assembly Use, including but not limited to religious assembly, gymnasiums, libraries, theaters, schools, and community centers.**

Assembly Use **means a use involving the gathering of persons to participate in group or common activity to observe a presentation, performance, or exhibition.**

Auditorium **means a large room to accommodate an audience for the purpose of speeches, theater and music productions or similar uses, fully enclosed within a building.**

~~*Auto, mobile home, vehicle and parts sales* means retail establishments selling or renting new and used automobiles, boats, vans, campers, trucks, mobile homes, recreational and utility trailers, motorized farm equipment, motorcycles, golf carts, snowmobile and jet skis (except bicycles and mopeds, which are included under "Retail Stores, General Merchandise"). Also includes stores selling new parts, tires, and accessories. (Does not include tire recapping establishments, which are found under~~

~~"Repair and Maintenance—Vehicle"). Does not include businesses dealing exclusively in used parts, which are included under "Recycling, Scrap and Dismantling Yards." Includes repair shops only when part of a dealership selling new vehicles on the same site. Does not include "Service Stations," which are separately defined.~~

Auto Rentals **means a facility where a consumer can rent a vehicle for a fixed amount of time.**

Automatic teller machine (ATM) means a machine used by bank and financial service patrons for conducting automated transactions including deposits, withdrawals and fund transfers, without contact with financial institution personnel. The machines may be located at or within banks or in other locations.

Automobile dismantling yard. See "Recycling, Scrap, and Dismantling Yards."

~~*Automobile repair.* See "Repair and Maintenance, Vehicle."~~

~~*Automobile service station.* See "Service Station."~~

Banks and financial services means financial institutions including: banks and trust companies; lending and thrift institutions, credit agencies; brokers and dealers in securities and commodity contracts; security and commodity exchanges; mortgage brokers; holding (but not predominantly operating) companies; and other investment companies; vehicle finance (equity) leasing agencies. See also "Automatic Teller Machine."

Bail Bonds means an establishment where an individual or agency acts as a surety and pledge money or property as bail for the appearance of a defendant in court.

Bars ~~*and drinking places*~~ means a structure or space within a structure where alcoholic beverages are sold for on-site consumption~~, separate from a larger restaurant~~ **and i**ncludes bars, taverns, pubs, **billiard/pool halls, restaurants where more than 30 percent of the gross floor area is dedicated to a bar (including the bar and bar seating)** and similar establishments ~~where any food service is subordinate to the sale of alcoholic beverages~~. May include entertainment (e.g., live music or dancing, etc.) **with approval of a Conditional Use Permit.** May also include beer brewing as part of a "brew pub."

Bed and breakfast inn means a commercial facility designed to appear as a single-family dwelling where bedrooms without individual cooking facilities are rented for overnight lodging **(up to 30 days total)**. This definition does not include "Hotels and Motels," which are defined separately; rooming and boarding houses, which are included under "Multifamily Housing;" or the rental of an entire residence for 30 days or more. **Please refer to Section 17.22.080, Bed and Breakfast Inns, for requirements for these types of facilities.**

Beauty Salon and Barber Shop **means an establishment that provides hair cutting, styling, and similar services. In the Home Office Zoning District, these establishments are limited to two chairs and two employees operating at one time.**

Building. See "Structure."

Building material store~~s~~ means a primarily indoor (in a commercial building) retail establishment~~s~~ selling lumber and other large building materials, and also including paint, wallpaper, glass, fixtures, nursery stock, lawn and garden supplies (which may also be sold in hardware stores, included under the definition of "Retail Stores, General Merchandise"). Includes all stores selling to the general public, even if contractor sales account for a larger proportion of total sales. Includes incidental retail ready-mix concrete operations, **when the area is not visible from the public right of way**. **Exterior storage as an ancillary use may be allowed with a Conditional Use Permit and requires screening from the public right of way. These stores may not be located within a mixed-use building**. ~~except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air-conditioning equipment and supplies are classified in "Wholesaling and Distribution."~~

Building site means the land area, consisting of one or more lots or parcels of land under common ownership or control, considered as the unit of land occupied or to be occupied by a main building or buildings and accessory buildings, or by a principal use and use accessory thereto, together with such parking and loading spaces, yards and open spaces as are required by this chapter, and having its principal frontage on a street, road, or highway not to include an alley.

Business support services means establishments primarily within structures, providing other businesses with services including maintenance, repair and service, testing, rental, etc. including blueprinting, business equipment repair (excluding vehicle repair), computer services, copy and printing services, film processing, on-site repairs, janitorial services, and window cleaning.

~~♦ Blueprinting~~

~~♦ Business equipment repair services (except vehicle repair, see "Repair and Maintenance—Vehicle")~~

~~♦ Commercial art and design (production)~~

~~♦ Computer-related services (rental, repair)~~

~~♦ Copying, quick printing, and blueprinting services~~

~~♦ Equipment rental businesses within buildings (rental yards are "storage yards and sales lots")~~

~~♦ Film processing laboratories~~

~~♦ Heavy equipment repair services where repair occurs on the client site~~

~~♦ Janitorial services~~

~~♦ Mail advertising services (reproduction and shipping~~

~~♦ Other "heavy service" business services~~

~~♦ Outdoor advertising services~~

~~♦ Photocopying~~

~~♦ Photofinishing~~

~~♦ Protective services (other than office related)~~

~~♦ Soils and materials testing laboratories~~

~~♦ Window cleaning~~

Caretaker and employee housing means a temporary or permanent residence that is accessory to a nonresidential primary use of the site, where needed for security or 24-hour care or supervision.

Cargo container. See "Shipping Container."

Carport means a detached structure enclosed on two or fewer sides without a door used for storage of vehicles used by occupants of the premises.

***Catering* means an establishment where food is prepared and assembled for the delivery and off-site consumption of food at another location.**

Cemeteries, columbariums and mortuaries means an internment establishments engaged in subdividing property into cemetery lots and offering burial plots or air space for sale. Includes animal cemeteries; cemetery, mausoleum, crematorium and columbarium operations, and full-service funeral parlors, whether accessory to or separate from a cemetery or columbarium.

Chemical plants means manufacturing establishments that produce or use basic chemicals and establishments creating products predominantly by chemical processes. Establishments classified in this major group manufacture three general classes of products:

(1) Basic chemicals including acids, alkalizes, salts, and organic chemicals;

(2) Chemical products to be used in further manufacture, including synthetic fibers, plastic materials, dry colors, and pigments; and

(3) Finished chemical products to be used for ultimate consumption including drugs, cosmetics, and soaps; or to be used as materials or supplies in other industries, including paints, fertilizers, and explosives.

Also includes sales and transportation establishments handling the chemicals described above.

Child means a person under the age of 18.

~~*Churches/places of worship* means any religious organization facility operated for worship or promotion of religious activities, including churches and religious Sunday-type schools; and accessory uses on the same site, including living quarters for ministers and staff, and child day care facilities where authorized by the same type of land use permit required for the church itself, excluding other establishments maintained by~~

~~religious organizations such as full-time educational institutions, hospitals and other potentially related operations (i.e., a recreational camp).~~

City means the city of Hollister, state of California, referred to in this Zoning Ordinance as "city."

City Council means the City Council of the city of Hollister, state of California, referred to in this Zoning Ordinance as "council."

Clothing factory means manufacturing establishments producing clothing, and fabricating products by cutting and sewing purchased textile fabrics, and related materials including leather, rubberized fabrics, plastics and furs. Custom tailors and dressmakers not operating as a factory and not located on the site of a clothing store ("General Merchandise Stores") are instead included under "Personal Services."

Clubs and lodges means permanent meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests, excluding commercial recreation and entertainment. This classification includes union halls, social clubs, **community pools**, and youth centers.

Chemical Plants **means a facility which manufactures raw or refined chemicals for use in other industries. Does not include facilities which include the storage, manufacture, or use of hazardous materials.**

Combined Zone or Zoning District **shall have the same meaning as Mixed-Use Zone or Zoning District.**

Commercial filming **means the filming of an event, activity, music video, performances, movie, television show, or commercial on public or private property.**

Commercial Recreation **includes, the following use types. Ancillary sales of food and beverages or goods (related to the use) is allowed for all use types:**

1. ***Commercial Recreation, Minor*** **means establishments (under 25,000 square feet) which provide physical fitness services or amusement and entertainment and includes but is not limited to, bowling alleys, ice/roller skating rinks, billiard parlors, martial arts studios, indoor tennis or racquetball courts, dance studios, arcades, health and fitness clubs, exercise studios, boxing gyms, indoor games, indoor soccer, indoor hockey, indoor play or party centers, art classes or other indoor uses deemed similar by the Community Development Director.**
2. ***Commercial Recreation, Major*** **means establishments for uses also included in Minor Commercial Recreation which are greater than 25,000 square feet and establishments such as indoor sports arenas (where professional or semi-professional teams meet and where there is a charge for viewing), live theaters, live music establishments, roller derby facilities, bingo halls, indoor mini-golf, indoor go-kart racing other uses deemed similar by the Community Development Director.**

3. ***Commercial Recreation, Outdoor*** **means establishments which include indoor and/or outdoor facilities which provide physical fitness services or amusement and entertainment and includes but is not limited to outdoor sport courts, baseball and football stadiums, golf courses, outdoor miniature golf, amusement parks, outdoor go-cart or similar racing, swimming pools, driving ranges, hunting and shooting clubs and other outdoor uses deemed similar by the Community Development Director.**

~~*Commercial zone or zoning district* means any of the zoning districts that permit businesses selling good or providing services.~~

Commission. See "Planning Commission."

Common area means an area, or portion thereof, owned in common by all property owners of a subdivision. There may or may not be an open space easement over a common area.

Common interest development includes a condominium, community apartment project, planned development or stock cooperative, as provided by Section 1351 of the Civil Code.

~~*Community apartment* as defined in Section 1351 of the California Civil Code, means an estate in real estate consisting of an undivided interest in land coupled with the right of exclusive occupancy of any apartment located thereon.~~

~~*Community apartment project* as defined in Section 1351 of the California Civil Code and Section 11004 of the California Business and Professions Code, means a development consisting of two or more community apartments.~~

Community Care Facility **means a 24 hour residential facility providing non-medial residential care and support for the elderly, sober living, handicapped, group living, dependent children, or those who need non-medical supportive services. Facilities which serve six (6) or fewer persons is considered to be a residential use and is permitted in the residential zoning districts. Facilities which serve 7 or more persons requires approval of a Conditional Use Permit**.

Community centers means multipurpose meeting and recreational facilities typically consisting of one or more meeting or multipurpose rooms, **small indoor fitness centers**, kitchen or outdoor barbecue facilities, that are available for use by various groups for activities including meetings, parties, receptions, dances, etc.

Concrete, gypsum and plaster production means manufacturing establishments producing bulk concrete, concrete building block, brick and all types of precast and prefab concrete products. Also includes ready-mix concrete batch plants, lime manufacturing, and the manufacture of gypsum products (e.g., plasterboard, etc.). A retail ready-mix concrete operation as an incidental use in conjunction with a building materials outlet is defined under "Building Material Stores."

Conditional use means a land use or activity that is not allowed as a matter of right within a zoning district.

Conditional use permit means an approval issued to a landowner allowing a conditional use.

~~*Condominium* as defined in Section 783 of the California Civil Code, means an estate in real property consisting of an undivided interest in common in a portion of real property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access, and if necessary, support.~~

Condominium project as defined in Section 1351 of the California Civil Code, means a development consisting of two or more condominiums.

Construction contractors yard means a storage area operated by, or on behalf of a contractor licensed by the State of California for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses including offices and repair facilities.

Community Care Facility **means a 24 hour residential facility providing non-medial residential care and support for the elderly, sober living, handicapped, group living, depended children, or those who need non-medical supportive services. Facilities which serve six (6) or fewer persons is considered to be a residential use and is permitted in the residential zoning districts. Facilities which serve 7 or more persons requires approval of a Conditional Use Permit**.

Convenience Store **means a small shop, corner store or mini-mart that sells a variety of household goods included food, groceries, beverages, toiletries, and other household goods.**

Cottage Food means a home-based business, that is incidental to the residential use of the dwelling, where individuals produce and sell approved non-hazardous foods. A Cottage Food operation must operate in compliance with the Health and Safety Code and Chapter 11.5, Cottage Food Operations, of the California Retail Food Code.

Courier and Small Package Delivery **means an establishment where a person or company delivers letters, small packages, or documents. Couriers include establishments which deliver by hand, vehicle, or bicycle.**

Crop production means uses including production of grains, field crops, vegetables, melons, fruits, tree nuts, flower fields and seed production, ornamental crops, tree and sod farms; associated crop preparation services and harvesting activities including but not limited to mechanical soil preparation, irrigation system construction, spraying, crop processing and sales in the field of products grown on the premises.

Cultural institutions means organizations or businesses **that preserve, promote, or advance culture, heritage, or the arts and includes the** displaying or preserving objects

of interest in one or more of the arts or sciences. This classification generally includes libraries, museums, **archives**, and art galleries where displayed objects are not intended for sale.

Day care means facilities that provide non-medical care and supervision of children or adults for periods of less than 24 hours. These facilities include the following, all of which are required to be licensed by the California State Department of Social Services.

1. *Child day care* ***center*** ~~*facility*~~ means a commercial or nonprofit facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. Includes day care centers, employer-sponsored child care centers, and family day care homes, as defined by Health and Safety Code Section 1596.750. These may be operated in conjunction with a school or church facility, or as an independent land use.
2. *Family day care home* means a home that regularly provides care, protection and supervision for 14 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away.
3. ~~*Family child care home, large* means a home that provides family day care for seven to 14 children, inclusive, including children under the age of ten years who reside at the home, as defined in Health and Safety Code Section 1597.465.~~
4. ~~*Family child care home, small* means a home that provides family day care for eight or fewer children, including children under the age of ten years who reside at the home, as defined in Health and Safety Code Section 1597.44.3~~
5. *Adult day health care facility* means an organized day program of therapeutic, social and health activities and services provided to elderly persons with functional impairments, either physical or mental, for the purpose of restoring or maintaining optimal capacity for self-care, as defined in Health and Safety Code Section 1570.7.

Density, gross means the number of primary residential dwellings per acre of land within a project site.

Department means the city of Hollister **Community Development Department** ~~Development Services Department~~, referred to in this Zoning Ordinance as "Department."

Detached means any structure that does not have a wall or roof in common with another structure.

Developer means an owner, **project proponent**, or subdivider with a proprietary interest in a proposed or constructed project.

Development means any construction activity or alteration of the landscape, its terrain contour or vegetation, including grading, paving and the erection or alteration of structures, alteration of an existing structure or land use, or establishment of a land use~~, after the effective date of this Zoning Ordinance.~~

Development agreement means a contract between the city and an applicant for a development project, in compliance with Chapter 17.24.280 of this Zoning Ordinance and Sections 65864 et seq., of the Government Code.

Development standards means the provisions of this chapter that regulate the site planning and design of a proposed development or new land use, including but not limited to provisions for floor area ratio, height limits, landscaping, minimum lot area and minimum building site area, off-street parking, setbacks, site coverage, signs, and standards for specific land uses.

Director means the ~~Development Services~~ **Community Development** Director of the city of Hollister **or his/her designee.**

District or *zoning district* means a portion of the city within which certain uses of land and buildings are prohibited or permitted according to development standards.

~~*Drive-in and drive-thru sales* means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants and drive-through pharmacies.~~

~~*Drive-in and*~~ *drive-thru service and sales* means facilities where services may be obtained by motorists without leaving their vehicles. **These facilities include drive-up teller windows in banks, drive-thru pharmacies, and facilities where food or other products may be purchased without leaving a vehicle. This service** does not include: automatic teller machines (ATMs) or service stations, which are separately defined, or car washes**.**~~, which are included in the definition of "Repair and Maintenance—Vehicle."~~

Donation Kiosk means an accessory structure, truck, bin, or other receptable designed for the donation of goods to a non-profit or for-profit organization. Donation Kiosks can be manned by an individual or designed so that donations can be made without assistance.

~~*Dwelling or dwelling unit* means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis, not including a motel, hotel, bed and breakfast or boarding house. Also includes factory-built housing (modular housing) units, constructed in compliance with the Uniform Building Code (UBC). For specific types of dwelling units, please see "Residential Dwelling Unit."~~

Elderly means a person 55 years of age or older but also includes other adults who are chronically ill or impaired and who would benefit from adult day health care, as defined in Health and Safety Code Section 1570.7.

~~*Electrical and electronic equipment, instruments manufacturing* means establishments engaged in **the** manufacturing or assembling **of** machinery, apparatus and supplies for the generation, storage, transmission, transformation and use of electrical energy, including:~~

- ~~Appliances including stoves/ovens, refrigerators~~
- ~~Aviation instrument~~
- ~~Cleaners, sewing machines~~
- ~~Electrical welding apparatus~~
- ~~Electrical transmission and distribution equipment~~
- ~~Electronic components and accessories, including semiconductors, integrated circuits, related devices~~
- ~~Electronic instruments, components and equipment including calculators and computers~~
- ~~Equipment for internal combustion engines~~
- ~~Freezers, laundry equipment, fans, vacuum~~
- ~~Industrial apparatus and controls~~
- ~~Instruments for measurement, testing, analysis and control, and associated sensors and accessories~~
- ~~Lighting and wiring equipment including lamps and fixtures, wiring devices, vehicle lighting~~
- ~~Miscellaneous electrical machinery, equipment and supplies including batteries, X-ray apparatus and tubes, electro-medical and electrotherapeutic apparatus electrical~~
- ~~Motors and generators~~
- ~~Optical instruments and lenses~~
- ~~Phonograph records and surgical, medical and dental instruments, equipment, and supplies photographic equipment and supplies~~
- ~~Pre-recorded magnetic tape radio and television receiving equipment including television and radio sets~~
- ~~Surveying and drafting instruments~~
- ~~Telephone and telegraph apparatus~~
- ~~Transformers, switch gear and switchboards~~

~~Does not include testing laboratories (See "Research and Development" or "Soils and Materials Testing," etc.), which are defined under "Business Support Services," or "Research and Development Facilities Independent From Manufacturing," which is separately defined.~~

Emergency Shelter **means a facility that provides temporary (30 days or less) housing for homeless individuals or families.**

Equestrian facilities means commercial horse, donkey, and mule facilities including horse ranches, boarding stables, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals and paddocks accessory and incidental to these uses.

Equipment Sales, Services and Rentals, Indoor **means a facility that sells or rents equipment, or the related repair or services thereof, to individuals or a business. Equipment can include but is not limited to tools, restaurant equipment, forklifts, machinery, medical equipment and is contained entirely within a building. This use may also include the repair of equipment sold by the establishment. This type of facility is not permitted within a mixed-use building.**

Equipment Sales, Services and Rentals, Outdoor **means a facility that sells or rents equipment, or the related repair or services thereof, to individuals or a business, including the storage of equipment outside of a building. Equipment can include but is not limited to tools, construction equipment, forklifts, and machinery. This use may also include the repair of equipment sold or rented by the establishment. Outdoor facilities shall be screened from view by a wall or solid fence. This type of facility is not permitted within a mixed-use building.**

Façade means that portion of any exterior elevation on the building extending from grade to top of parapet, or eaves, and the entire width of the building elevation.

Family means one or more persons occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include necessary servants.

Farm equipment and supplies sales, indoor means establishments selling or renting agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching **within an enclosed building. This type of facility is not permitted in a mixed-use building.**

Farm Equipment and Supplies Sales, Outdoor **means establishments selling or renting agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching which includes sales or storage of products, supplies, or equipment outside or in an unenclosed building.**

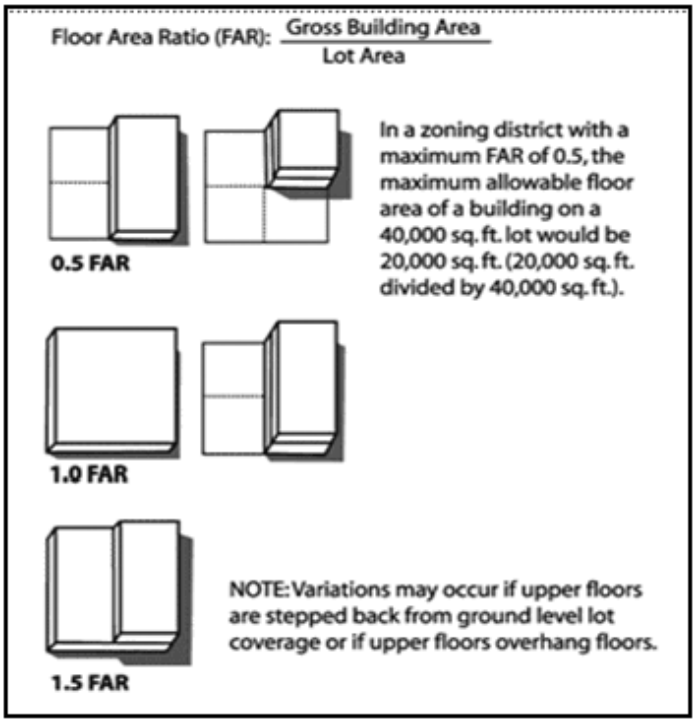
Fence means continuous physical barrier comprised of wood, wrought iron, chain link, masonry, concrete, or other similar materials as well as vegetation which provides for separation between adjoining sites or areas within a site.

***Financial service*s means establishments that provide banking, credit unions, loan services, security and commodities exchanges, and investment companies.**

Floor area, gross. "Gross floor area" means the total area enclosed within a building, including closets, stairways, and utility and mechanical rooms, measured from the interior face of the walls.

Floor area ratio (FAR) means the total floor area of all buildings on a lot, divided by the area of that lot. For example, a building 3,000 square feet of floor area on a 10,000 square foot lot has a FAR of 0.30. See Figure 17.02-1 (Floor Area Ratio).

Figure 17.02-1 Floor Area Ratios



~~**Figure 17.02-1 Floor Area Ratios**~~

***Food Processing* means a commercial facility in which food is prepared, processed, packaged, or bottled for off-site sale or consumption.**

Fuel and ice dealers means retail trade establishments primarily engaged in the sale to consumers of ice, bottled water, fuel oil, butane, propane and liquefied petroleum gas (LPG), bottled or in bulk.

***Funeral Services* means an establishment that provides a place for individuals to make funeral arrangements and includes space for memorials, visitations, or**

gatherings but does not include on-site cremation or burial services (see *Cemeteries, columbariums and mortuaries* for full service facilities).

~~*Furniture and fixtures manufacturing* means manufacturers producing: wood and metal household furniture and appliances; bedsprings and mattresses; all types of office furniture and public building furniture and partitions, shelving, lockers and store furniture; and miscellaneous drapery hardware, window blinds and shades. Includes wood and cabinet shops, but not sawmills or planing mills, which are instead included under "Lumber and Wood Products."~~

***Fortunetelling* means an establishment where a person is engaged in the forecasting or prediction of the future by means of the occult, psychic power, divination, clairvoyance, prophesy, mindreading, palmistry, tarot reading, astrology, crystal gazing, reading of tea leaves or similar readings or predictions for pay.**

Furniture, furnishings and equipment stores means stores primarily selling home furnishings including furniture, floor coverings, draperies, glass and chinaware, stoves, refrigerators, other household electrical and gas appliances including televisions and home sound systems and outdoor furniture including lawn furniture, movable spas and hot tubs. Also includes the retail sale of office furniture and large musical instruments.

Garage means an attached or detached accessory building used for the storage of vehicles or trailers by the occupants of the premises.

***Garage or Yard Sale* means the temporary sale of used household goods or items sold by the occupant of the residential dwelling where the sale occurs. Garage or Yard sales are permitted in residential zoning districts and are limited to three sales per year.**

General plan means the city of Hollister General Plan, including all elements thereof and all amendments thereto, as adopted by the Council under the provisions of Sections 65300 et seq., of the Government Code.

Glass products factory means manufacturing establishments producing flat glass and other glass products which are pressed, blown, or shaped from glass produced in the same establishment. Does not include artisan and craftsman type operations which are included under handicraft industries and small scale manufacturing.

Handicraft industries, small scale manufacturing means small scale manufacturing establishments not classified in another major manufacturing group, including jewelry, glass, musical instruments, toys, sporting and athletic goods, pens, pencils, and other office and artists materials; button, costume novelties, miscellaneous notions; brooms and brushes and other miscellaneous manufacturing industries.

***Hazardous Materials* means any substance that can cause harm to humans, animals, or the environment, either on their own or through interactions with other factors. This includes a wide range of items, including chemicals, radioactive materials, biological agents, or some physical substances.**

Hazardous Materials or Waste Facilities **means any facility or land use that includes the production, storage, transport, or other use of hazardous materials.**

Health/fitness club means fitness centers, gymnasiums, health and athletic clubs including indoor sauna, spa or hot tub facilities; indoor tennis, handball, racquetball, archery and shooting ranges, other indoor sports activities and limited massage therapy that is incidental to the operation.

Height, building means the vertical distance from the average contact grade level of the building, "grade" as defined herein, to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Home occupation means a business activity conducted entirely within or from an enclosed dwelling unless otherwise permitted in an accessory structure with a conditional use permit. See Section 17.22.130 (Home Occupations).

Hotel or *motel* means guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging (of less than 30 days). Hotels provide access from an interior walkway to most guest rooms that do not have kitchen facilities. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities including swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, meeting rooms, restaurants, breakfast rooms, etc.

Improvement means the construction, alteration and repair of all buildings, structures and facilities permanently affixed to real property and appurtenances thereto.

~~*Indoor recreation centers* means primarily indoor establishments providing amusement/entertainment services, including: arcades containing five or more coin operated amusements or electronic games; bowling alleys; card rooms; dance halls, clubs and ballrooms; and pool and billiard rooms that are principal uses rather than being subordinate to a bar or restaurant; ice skating and roller skating.~~

Junkyard means the use of any outdoor space where waste, discarded or salvaged materials are stored or handled; including automobile wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged housing wrecking and structural steel materials and equipment, except when any such use is accessory and incidental to the permitted agricultural use.

~~*Kennels and animal board* means facilities for the keeping, boarding or maintaining of four or more dogs four months of age or older, or four or more cats for commercial purposes, except for dogs or cats in pet shops or animal hospitals.~~

~~*Large family day care home.* See "Day Care—Family Child Care Home, Large."~~

Laundromat **means self-service washing machines and dryers for public use. Laundromats are considered to be a "Personal Service."**

Laundries and dry cleaning plants means service establishments primarily engaged in high volume laundry and garment services, including: power laundries (family and commercial); garment pressing and **on-site** dry cleaning; linen supply; diaper service; industrial laundries; carpet and upholstery cleaners. Does not include **laundromats** ~~coin-operated laundries~~ or dry cleaning pick-up stores without dry cleaning equipment, which are classified in "Personal Services."

***Live Entertainment* means in person entertainment or performances associated with an established business. Live entertainment includes karaoke, comedy clubs, musical acts (with or without amplified music), theatrical acts, cabaret, DJs, dance performances, or live performances deemed similar by the Community Development Director.**

***Live-Work Un*it means properties where residential and commercial uses are allowed where the owner or renter of the unit both lives and operates a business with services or products available to the public on the property. Business operations include all permitted office and commercial uses within the zoning district as well as handicraft manufacturing and artist studios. Telecommuting or remote office work is not considered a live-work use.**

Lot coverage means that portion of a lot or **parcel** ~~building site~~ which is occupied by any building or structure ~~regardless of whether such building or structure is intended for human occupancy.~~ **Building and structures include all land covered by the principal dwelling unit, Accessory Dwelling Unit, SB-9 Unit, garages, and accessory structures where more than two sides are covered (such as detached garages, carports, sheds, patio covers, covered front porches). All lot coverage calculations are measured at ground level, second stories are not included within the lot coverage calculation.**

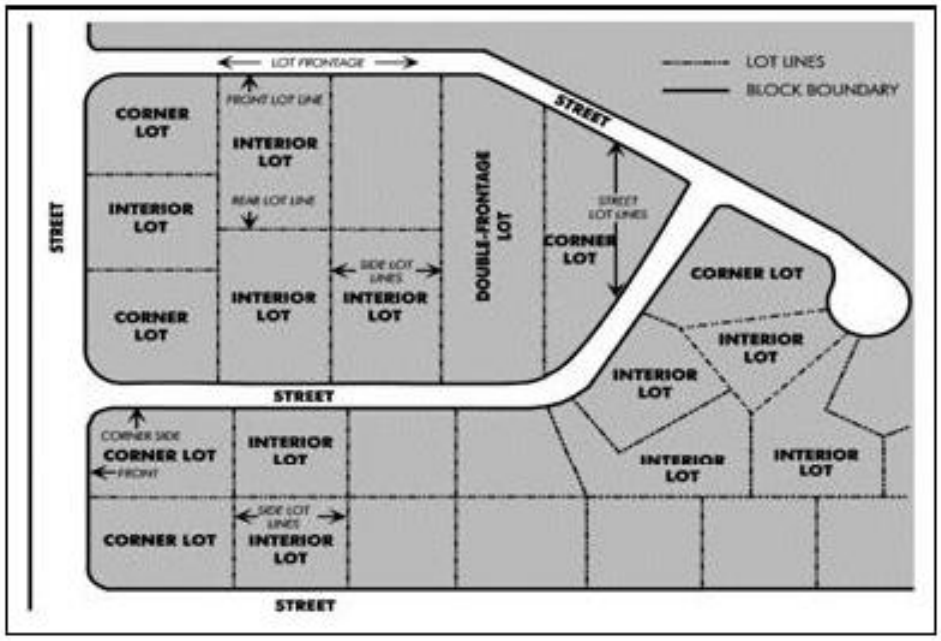
***Lot depth* means the distance measured from the front property line to the rear property line, typically along the side property line. Where the lot has angled or irregular side or rear lot lines, the depth shall be measured from the midpoint of the front property line to the midpoint of the rear property line.**

Lot or *parcel* means an area of real property under single ownership, its principal frontage on a street or right-of-way, and lawfully created and recorded as required by the Subdivision Map Act and city of Hollister ordinances, including this Zoning Ordinance. Types of lots include the following:

1. *Corner lot.* A lot located at the intersection of two or more streets, bounded on two or more sides by street lines. **The front of a corner lot shall be defined by the location of the main entrance door of the primary structure on the parcel. For a commercial, mixed-use, or multifamily properties where the main entrance to a primary structure cannot be clearly determined, the front of the corner lot shall be established by the Engineering Division at the time at which the parcel is created, or through the address assignment, and shall be the street on which the parcel is addressed.**

2. *Double frontage or through lot.* A lot having a frontage on, and rights of vehicular access to, two parallel or approximately parallel streets. For the purposes of determining vehicular access to parallel streets pursuant to this definition, alleys are not streets.
3. *Flag lot.* An interior lot having access by a corridor having a street frontage of less than 20 feet in width.
4. *Interior lot.* A lot abutting only one street.
5. *Key lot.* The first lot to the rear of a corner lot, the front line of which is a continuation of the side line of the corner lot, exclusive of the width of any alley, and fronting on the street which intersects or intercepts the street on which the corner lot fronts.

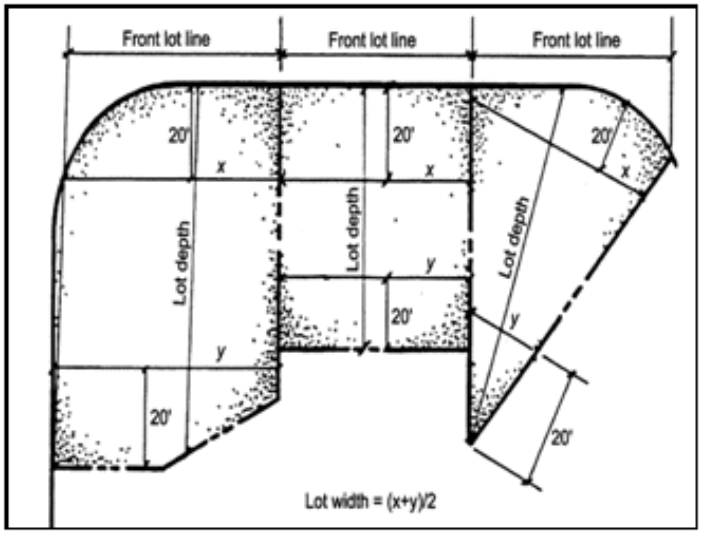
Figure 17.02-2 Lot Types



~~**Figure 17.02-2 Lot Types**~~

Lot width means the width of the lot measured at right angles to its depth at a point midway between the front and rear lot lines. "Average lot width" means the average width of the lot throughout its full depth measured at right angles to the depth.

Figure 17.02-3 Lot Width



~~**Figure 17.02-3 Lot Width**~~

Lumber and wood products manufacturing means processing and sales ~~uses~~ involving the milling of forest products to produce rough and finished lumber and other wood materials for use in other manufacturing, craft, or construction processes. Includes: all types of milling operations and the turning and shaping of wood products on a manufacturing basis; the assembly of products including trusses and structural beams, wood containers, pallets and skids; ~~and the assembly of factory-built and manufactured housing~~; and the wholesaling of basic wood products. **This use type includes indoor storage only. Outdoor storage of any products falls under the Outdoor, Storage use category.** Craft-type shops are included in "Handicraft Industries and Small-Scale Manufacturing." Other wood and cabinet shops are included under "Furniture and Fixture Manufacturing." The indoor retail sale of building materials, and the sale of construction tools and equipment is included under "Building Material Stores."

~~*Machinery manufacturing* means the manufacturing of machinery and equipment for purposes and products including but not limited to the following:~~

- ~~Bulldozers~~
- ~~Carburetors~~
- ~~Construction~~
- ~~Conveyors~~
- ~~Cranes~~
- ~~Die casting~~
- ~~Dies~~
- ~~Dredging~~

~~♦ Engines and turbines~~

~~♦ Farm and garden~~

~~♦ Food products manufacturing~~

~~♦ Gear cutting~~

~~♦ Heating, ventilation, air conditioningmanufacturing~~

~~♦ Industrial furnaces and ovens~~

~~♦ Industrial molds~~

~~♦ Industrial trucks and tractors~~

~~♦ Laundry and dry cleaning~~

~~♦ Materials handling~~

~~♦ Mining~~

~~♦ Oil field equipment~~

~~♦ Paper manufacturing~~

~~♦ Passenger and freight elevators~~

~~♦ Pistons~~

~~♦ Printing~~

~~♦ Pumps~~

~~♦ Refrigeration equipment~~

~~♦ Textile~~

~~♦ Upholstery~~

~~*Medical offices.* See "Medical Services—Clinics and Laboratories."~~

Manufacturing **means the process of turning raw materials or parts into finished products or parts, including processing, assembly, fabrication, treatment, and/or packaging of such products or parts. Examples include furniture assembly or production, cabinet making, textile manufacturing or large scale clothing assembly, wood product manufacturing, metal manufacturing and uses deemed similar by the Community Development Director. Does not include uses that contain or produce hazardous materials or waste, see Hazardous Materials or Waste Facilities.**

Medical services—Clinics and laboratories means facilities primarily engaged in furnishing outpatient medical, mental health, surgical and other personal health services. These facilities include: medical, dental, and psychiatric offices **(with more than one therapist or counselor and/or group therapy sessions)** ~~(counseling services by other than medical doctors or psychiatrists are included under "Offices")~~; medical and

dental laboratories; out-patient care facilities; and allied health services. Associations or groups primarily engaged in providing medical or other health services to members are included.

Medical services—Extended care means residential facilities providing nursing and health-related care as a principal use with in-patient beds, including: skilled nursing facilities **with in-patient beds** ~~(facilities allowing care for physically or mentally disabled persons, where care is less than that provided by an acute care facility)~~; extended care facilities; convalescent and rest homes; board and care homes. Long-term personal care facilities that do not emphasize medical treatment are classified in "Residential Care Homes."

Medical services—Hospitals means establishments primarily engaged in providing diagnostic services, extensive medical treatment including surgical and other hospital services having an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include accessory retail uses (see the separate definition of "Accessory Retail Uses,") and emergency heliports.

Metal fabrication, machine and welding shops means the assembly of metal parts, including blacksmith and welding shops, sheet metal shops, machine shops and boiler shops, that produce metal duct work, tanks, towers, cabinets and enclosures, metal doors and gates, and similar products.

Mixed-U~~u~~se D~~d~~evelopment ***or Building*** means ~~the development of~~ a site or structure with a combination of residential and commercial uses~~, as permitted by this chapter,~~ in a single or physically integrated group of structures.

Mixed-Use Zone or Zoning District **means any zoning designation where Mixed-Use Development is permitted by the General Plan land use designation, and shall mean all of the zoning districts labeled as "Combined Zones" in Section 17.02.030.**

Mobile food vending facility or *vending facility* ~~means any vehicle, as that term is defined in the California Vehicle Code, which is equipped or primarily used for retail sales of produce or prepared and pre-packaged or unprepared and unpackaged food or foodstuffs of any kind, on any public street, alley or property or on any privately owned parcel or lot open to the public.~~ **shall have the same meaning as facilities permitted by Chapter 10.50 of the Municipal Code.**

Mobile home means a trailer, transportable in one or more sections, that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, which is over eight feet in width and 40 feet in length, with or without a permanent foundation and not including recreational vehicle, commercial coach or factory-built housing which is equipped for human habitation. For purposes of this chapter, a mobile home on a permanent foundation is considered a structure.

Mobile home park means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes **for stays longer than 30 days.**

Motel. See "Hotel or Motel."

Natural grade means the contour of the ground surface before any grading (cut or fill).

Neighborhood Market **means a small pedestrian-oriented store selling food and beverages (excluding alcohol sales) to the surrounding neighborhood.**

Nonconforming lot means a lot of record that was legally created prior to the **effective date of this Ordinance** ~~adoption of Ordinance 1038, codified in this title~~, but does not meet the **current** requirements of this chapter because the lot is of a size, shape, or configuration no longer allowed in the zoning district in which the site is located, as a result of the adoption of, or amendments to, this chapter.

Nonconforming structure means a structure that was legally constructed prior to the **effective date of this Ordinance** ~~adoption of Ordinance 1038, codified in this title~~, but does not meet the **current** requirements of this Zoning Ordinance because the adoption of or amendments to the Zoning Ordinance made the structure nonconforming in its size, type of construction, location on its site, separation from other structures, number of parking spaces provided, or other features.

Nonconforming use means a use of land or structure that was legally established prior to the **effective date of this Ordinance** ~~adoption of Ordinance 1038, codified in this title~~, but does not meet the **current** requirements of this Zoning Ordinance because the use is no longer allowed in the zoning district that applies to the site, as a result of the adoption of, or amendments to, this Zoning Ordinance.

Nursery means the retail or wholesale handling of any article, substance, or commodity related to the planting, maintenance, or harvesting of garden plants, shrubs, trees, packaged fertilizers, soils, chemicals, or other gardening item.

Offices means establishments including the following:

1. *Business offices.* Establishments providing direct services to consumers, including insurance agencies, real estate offices, post offices (not including bulk mailing distribution centers, which are included under "Vehicle and Freight Terminals"); and
2. *Professional offices.* **Professional offices shall mean an office for the conduct of an administrative or professional services. These types of activities do not include the manufacture, storage, or retail sale of merchandise. Professional offices include** ~~or government offices including~~ **but are not limited to accountants, advertising agencies, attorneys, brokerages, consultant services, counseling or therapy office where there is one patient and one licensed provider at one time, data processing, employment agencies, government offices, law offices, management services, architectural or engineering offices, support services, photography studios, and other offices deemed similar by the Community Development Director.**
3. ***Office Parks.*** **An office park is an area of land in which office buildings are grouped or built together and may be under separate or one ownership.**

Office parks typically include a consistent circulation pattern, common landscaping, and may include shared parking.

- ~~Accounting, auditing and bookkeeping services~~
- ~~Advertising agencies~~
- ~~Architectural, engineering and surveying~~
- ~~Attorneys~~ ~~broker auto mortgage stock~~
- ~~Counseling services~~
- ~~Court reporting~~
- ~~Data processing and computer services~~
- ~~Detective agencies and similar services~~
- ~~Employment, stenographic, secretarial and word processing services~~
- ~~Government offices including administrative offices, agency and administrative office facilities~~
- ~~Insurance~~
- ~~Management, public relations and consulting services~~
- ~~Photography and commercial art studios~~
- ~~Writers and artists offices outside the home~~

Does not include: medical offices, which are allowed under "Medical Services—Clinics and Laboratories."

Offices, temporary means a mobile home, recreational vehicle or modular unit used as: a temporary business or construction office during construction of permanent facilities on the same site ~~or as an office on the site of a temporary off-site construction yard~~. Temporary offices include a temporary on-site real estate **sales** office for a development project, **temporary construction trailer**, or a temporary business office in advance of permanent facility construction as authorized by Section 17.24.190 (Temporary Use Permits) ~~for a maximum period of up to 360 days~~.

Organizational documents means the declaration of covenants, conditions and restrictions, articles of incorporation, bylaws and any contracts for the maintenance, management or operation of all or any part of a project.

~~*Outdoor commercial recreation* means facilities for various outdoor participant sports and types of recreation where a fee is charged for use, including: amusement and theme parks; drive-in theaters; golf driving ranges; miniature golf courses (golf courses are included under the definition of "Parks, Playgrounds, Golf Courses); skateboard parks and water slides; go-cart and miniature auto race tracks; recreation equipment rental (e.g., nonhighway motor vehicles, roller skates); health and athletic clubs with~~

~~predominately outdoor facilities; tennis courts, swim and tennis clubs; zoos. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses, including but not limited to bars and restaurants, fast-food restaurants, video game arcades, etc.~~

Outdoor retail sales and activities means permanent outdoor sales and rental establishments including autos, other vehicles and equipment, **displays, exterior nurseries associated with a building,** and other uses where the business is not conducted entirely within a structure. Sidewalk cafés within the public right-of-way and sidewalk cafés are subject to the requirements in Section 17.22.210 (Sidewalk Café).

Outdoor retail sales, temporary means temporary outdoor retail operations including: farmer's markets; seasonal sales of Christmas trees, pumpkins or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales; and retail sales of various products from individual vehicles in temporary locations outside the public right-of-way. Vendors operating within the public right-of-way and are subject to the provisions of Section 17.22.160 (Outdoor Merchandise Display and Activity), the city of Hollister Municipal Code and applicable state and federal regulations.

Overlay district means a certain portion of the city wherein regulations relating to specific environmental, physical, or other characteristics (e.g., locational, economic, historical) are imposed in addition to those of the base district covering the land in question.

Paper products production means the manufacture of paper and paperboard (both from raw and recycled materials), and their conversion into products including paper bags, boxes, and envelopes. Also includes building paper and building board mills.

Parcel. See "Lot."

Paving and roofing materials production means the manufacture of various common paving and roofing materials, including bulk asphalt, paving blocks made of asphalt, creosote wood and various compositions of asphalt and tar.

***Pawn Shop* means a retail establishment whose business is lending money for property deposited at the shop, which remains at the shop until the property is redeemed or sold to another individual. The sale or lending of money for firearms is not permitted within this use type.**

Person means any individual, firm, co-partnership, corporation, company, association, joint stock association; city, county, state, or district; and includes any trustee, receiver, assignee, or other similar representative thereof.

Personal improvement services means services or facilities including, but not limited to, music or photography lessons, **cooking school**s, driving schools (excludes truck driving schools), and diet centers.

Personal services means establishments providing nonmedically related services, including beauty and barber shops; **esthetician (no medical services),** shoe repair shops;

tanning salons; laundromats ~~(self-service laundries)~~; manicurists; **and** dry cleaning pick-up stores ~~and small-scale dry cleaners~~. These uses may also include accessory retail sales of products related to the services provided.

Pipelines and utility lines means transportation facilities for the conveyance of: storm water, wastewater, water and crude petroleum; refined petroleum products including gasoline and fuel oils; natural gas; mixed, manufactured or liquefied petroleum gas; or the pipeline transmission of other commodities. Also includes pipeline surface and terminal facilities, including pump stations, bulk stations, and surge and storage tanks. Does not include offices or service centers (classified under "Offices"), distribution substations (classified under "Public Utility Facilities"), or power plants (classified under "Electric Generating Plants").

Planned development as defined by Section 1351(k) of the Civil Code, a development (other than a community apartment project, condominium or stock cooperative) having either or both of the following features: (1) The common area is owned either by an association, or in common by the owners of the separate interests; (2) A power exists in the association to enforce an obligation of an owner of a separate interest with respect to the beneficial use and enjoyment of the common area by means of an assessment which may become a lien upon the separately owned lot, parcel, or area in compliance with Section 1367 of the Civil Code.

Planning Commission means the Planning Commission of the city of Hollister.

Plastics and rubber products production means **t**he manufacture of rubber products including: tires; rubber footwear; mechanical rubber goods; heels and soles; flooring; and rubber sundries from natural, synthetic or reclaimed rubber. Also includes establishments primarily manufacturing tires (establishments primarily recapping and retreading automobile tires are classified in "Auto, Mobile Home, Vehicle and Supplies Sales"). Also includes: establishments engaged in molding primary plastics for the trade, and manufacturing miscellaneous finished plastics products; fiberglass manufacturing, and fiberglass application services.

Primary zoning district means residential, commercial, industrial or special use zoning district to which an overlay zone may be applied.

Printing and publishing, ***limited*** means establishments engaged in **"quick printing" services including copy services, newsletters, posters, photographs, architectural or engineering plans, brochures, and forms.** ~~printing by letterpress, lithography, gravure, screen, offset or other common process including electrostatic (xerographic) copying and other "quick printing" services; and establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving and electrotyping.~~ ~~This use also includes establishments that publish newspapers, books and periodicals; and establishments manufacturing business forms and binding devices.~~

Printing and Publishing, Unlimited **shall mean large-scale commercial printers who engage in the publishing, printing, or binding of newspapers, books, magazines, large**

print banner signs, direct mailers, and other uses deemed similar by the Community Development Director.

Private Parking Facilities **means a facility where users are charged a fee for parking vehicles for a set period of time.**

Public road means a street or highway owned and maintained by the city or the state.

Public safety and utility facilities ***includes the following:***

1. *Public safety facilities* means facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.
2. *Public Utility facilities* means fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching, telephone switching facilities; natural gas regulating and distribution facilities; public water system wells, treatment plants and storage; community wastewater treatment plants, settling ponds and disposal fields; corporation and maintenance yards. These uses do not include office or customer service centers (classified in "Offices"), or equipment and material storage yards.
3. ***Public Utility Service Yards*** **means a facility owner and operated by a public utility company for the purpose of storage of vehicles and materials related to the maintenance, repair or construction of utilities. These uses may also include ancillary offices or a dispatch center.**

Recreational vehicle (RV) means motor home, travel trailer, truck camper, or camping trailer, with or without motor power, originally designed for temporary human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

1. It contains less than 320 square feet of internal living room area, excluding built-in equipment, including wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
2. It contains 400 square feet or less of gross area measured at maximum horizontal projections.
3. It is built on a single chassis.
4. It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

Recreational Vehicle Park **means a facility where people with a recreational vehicle (RV) can stay overnight in allotted spaces. Recreational vehicle parks allow for temporary stays of less than 30 days. Longer stays are allowed in Mobile Home Parks.**

Recreation facility means an area or space within a project (exclusive of any required setback areas) to be used exclusively for leisure and recreation purposes by occupants of units in a project and their guests. Accessory structures such as swimming pools and recreation buildings shall constitute recreation facilities.

Recycling Facility **means a facility that accepts reusable material including metals glass, plastic, concrete, paper and organic material. Recycling facilities do not include the donations of other goods intended for resale or charitable purposes.**

Recycling Facilities, Major **includes the following:**

1. ***Greenwaste facilities*** **mean a center that accepts yard and other organic materials and reprocess into compost and other products.**
2. ***Processing facility*** **means a structure or enclosed space used for the collection and processing of recyclable materials and certified as a recycling facility by the State of California.**

~~*Recycling facilities, Major*~~

~~1. *Collection facility* means a center for the acceptance by donation, redemption or purchase of recyclable materials from the public, which may include the following:~~

~~a. Reverse vending machine(s);~~

~~b. Small collection facilities which occupy an area of 350 square feet or less and may include:~~

~~i. A mobile unit,~~

~~ii. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet, and~~

~~iii. Kiosk-type units which may include permanent structures;~~

~~c. Large collection facilities which may occupy an area of more than 350 square feet and my include permanent structures.~~

~~2. *Processing facility* means a structure or enclosed space used for the collection and processing of recyclable materials to prepare for either efficient shipment, or to an end-user's specifications by such means as baling, briquetting, cleaning, compacting, crushing, flattening, grinding, mechanical sorting, remanufacturing and shredding. Processing facilities include the following types, both of which are included under the land use definition of "Recycling, Scrap and Dismantling Yards:"~~

~~a. Light processing facility occupies an area of under 45,000 square feet of collection, processing and storage area, and averages two~~

~~outbound truck shipments each day. Light processing facilities are limited to baling, briquetting, compacting, crushing, grinding, shredding and sorting of source separated recyclable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact, or bale ferrous metals other than food and beverage containers.~~

~~b. A heavy processing facility is any processing facility other than a light processing facility.~~

~~3. *Recycling facility* means a center for the collection or processing of recyclable materials. A certified recycling facility or certified processor is certified by the California Department of Conservation as meeting the requirements of state law (California Beverage Container Recycling and Litter Reduction Act of 1986). A recycling facility does not include storage containers located on a residential, commercial or industrial designated parcel used solely for the recycling of material generated on the parcel.~~

~~4. *Recycling* or *recyclable material* means reusable domestic containers or items including but not limited to glass, metals, paper and plastic which are intended for reconstitution, remanufacture or reuse for the purpose of being used in the altered form. Recyclable material does not include refuse or hazardous materials.~~

~~5. *Reverse vending machine* means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to, aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by state law. A reverse vending machine may sort and process containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.~~

~~6. *Bulk reverse vending machine* means a bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time, and will pay by weight instead of by container.~~

Recycling Facilities, Minor **includes the following, but does not include donation stations or facilities for the donation of goods for resale or charity:**

1. **Reverse vending machine(s);**
2. **Small collection facilities which occupy an area of 350 square feet or less and may include:**

a. A mobile unit,

b. Bulk reverse vending machines or a grouping of reverse vending machines occupying more than 50 square feet, and

c. Kiosk-type units which may include permanent structures;

Religious Assembly **means any religious organization facility operated for worship or promotion of religious activities, including churches and religious Sunday-type schools; and accessory uses on the same site, including living quarters for ministers and staff, and child day care facilities where authorized by the same type of land use permit required for the church itself, excluding other establishments maintained by religious organizations such as full-time educational institutions, hospitals and other potentially related operations (i.e., a recreational camp).**

Repair and maintenance—Consumer products means service establishments where repair of consumer products is the principal business activity, including: electrical repair shops; television and radio and other appliance repair; watch, clock and jewelry repair; re-upholstery and furniture repair. Does not include shoe repair (included under "Personal Services"). Does not include businesses serving the repair needs of heavy equipment, which are included under "Business Support Services."

Research and development ***(R&D)*** means facilities for research, and the design, development and testing of computer software, and electrical, electronic, magnetic, optical and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Also includes chemical and biotechnology research and development. Does not include soils and other materials testing laboratories which are defined under "Business Support Services," or medical laboratories, which are included under "Medical Services—Clinics and Labs."

Residential accessory uses and structures means includes any use that is customarily part of, and clearly incidental and secondary to a residence and does not change the character of the residential use. These uses include accessory structures (swimming pools, spas and hot tubs, workshops, studios, greenhouses, garages and similar structures).

~~*Residential care homes* means facilities providing residential social and personal care for children, the elderly, and adults with some limitations on their ability for self-care, but where medical care is not a major element. Includes: children's homes; halfway houses; orphanages; rehabilitation centers; self-help group homes. Convalescent homes, nursing homes and similar facilities providing medical care are included under the definition of "Medical Services—Extended Care."~~

~~*Residential dwelling unit – Apartments* means a group of five or more dwellings set on one lot with common ownership of the land and building(s). The units may be attached through any combination of common walls, or detached from each other, provided all requirements of zoning are met.~~

~~*Residential dwelling unit – Duets* means a pair of individual dwelling units within one residential structure, each with its own entrance, which share a common wall from ground to ceiling set along a property line with each unit located on a separate lot.~~

~~*Residential dwelling unit – Duplex, triplex, fourplex* means a group of two, three, or four dwellings, respectively, set on one common lot. The units may be attached through any combination of common walls, or detached from each other, provided all requirements of zoning are met.~~

~~*Residential dwelling unit – Multi-family* includes duplexes, triplexes, fourplexes, apartments, and residential condominiums. Excludes "single-family attached" dwelling units and "Duets". A residence with an accessory dwelling unit authorized by Chapter 17.32 (Accessory Dwelling Units) of this title shall not be considered multifamily housing.~~

~~*Residential dwelling unit – Single-family attached* means a group of three or more individual dwelling units contained within a single residential structure which share common walls from ground to ceriling along the side property lines; sometimes called a townhouse or row house. Typically, those units in the middle of a row shall have a zero lot line common wall with a unit on either side; and those units on either end of the row of townhomes shall have one common wall at zero lot line and the required setback of the zoning district on the other. Excludes "Duets".~~

~~*Residential dwelling unit – Single-family – detached* means a dwelling, set on a separate lot, which shares no common walls with another house or dwelling.~~

Residential Dwelling or Residential Dwelling Unit **means a self-contained living space consisting of a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis, not including a motel, hotel, bed and breakfast or boarding house. Also includes factory-built housing (modular housing) units, constructed in compliance with the Uniform Building Code (UBC).**

Residential Development **means a site that contains one or more residential dwelling units and includes any of the following types:**

1. ***Apartments*** **means a group of two or more individual dwelling units set on one lot that is owned by a single individual or corporation and rented to individuals and/or families. The units may be attached through any combination of common walls, or detached from each other, provided all requirements of zoning are met. The units may also be contained within one or more individual structures on the same lot. An individual unit that is part of a development may be referred to in the singular as an *Apartment* or *Apartment Unit*.**
2. ***Condominiums*** **as defined in Section 783 of the California Civil Code, means an estate in real property consisting of an undivided interest in common in**

a portion of real property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access, and if necessary, support. An individual unit that is part of a development may be referred to in the singular as a *Condominium* or *Condominium Unit*.

3. ***Duets*** **means a pair of individual dwelling units within one residential structure, each with its own entrance, which share a common wall from ground to ceiling set along a property line with each unit located on a separate lot.**

4. ***Duplex*** **means a singular residential structure containing two (2) individual dwelling units, each with its own entrance.**

5. ***Fourplex*** **means a singular residential structure containing four (4) individual dwelling units, each with its own entrance.**

6. ***Multi-family*** **includes duplexes, triplexes, fourplexes, apartments, residential condominiums, and boarding houses. Excludes 'single-family attached' dwelling units and 'Duets'. A residence with an accessory dwelling unit authorized by Chapter 17.32 (Accessory Dwelling Units) of this title shall not be considered multifamily housing.**

7. ***Single-family attached*** **means a group of three or more individual dwelling units contained within a single residential structure which share common walls from ground to ceiling along the side property lines; sometimes called a townhouse or row house. Typically, those units in the middle of a row shall have a zero lot line common wall with a unit on either side; and those units on either end of the row of townhomes shall have one common wall at zero lot line and the required setback of the zoning district on the other. Excludes 'Duets'.**

8. ***Single-family detached*** **means a dwelling, set on a separate lot, which shares no common walls with another house or dwelling.**

9. ***Triplex*** **means a singular residential structure containing three (3) individual dwelling units, each with its own entrance.**

Restaurant means a retail business selling food and beverages prepared on the site, where customers are able to consume the products on-premise even if products are purchased to be consumed off site.

Restaurant with drive-in or drive-thru **means a restaurant where one can be served without leaving their car.**

Retail ~~*stores, general merchandise*~~ ***sales*** means retail trade establishments selling many lines of merchandise. These stores and lines of merchandise include but are not

limited **to artist supplies, auto parts, books, sports equipment, clothing and accessories, grocery stores, pet supply stores, toys and games, florists, specialty shops, convenience stores, handicraft items, and other goods deemed to be similar by the Community Development Director.**

- ~~Artists' supplies plus bakeries convenience markets food and beverage sales~~
- ~~Auto parts (not repair or machine shops)~~
- ~~Bakeries (retail only)~~
- ~~Bicycles~~
- ~~Books~~
- ~~Cameras and photographic supplies~~
- ~~Clothing and accessories~~
- ~~Department stores~~
- ~~Drug and discount stores~~
- ~~Dry goods~~
- ~~Fabrics and sewing supplies~~
- ~~Florists and houseplants stores (indoor sales only—Outdoor sales are "Plant Nurseries")~~
- ~~Sporting goods and equipment~~
- ~~General stores~~
- ~~Gifts, novelties and souveniers~~
- ~~Hardware~~
- ~~Handcrafted items (stores may include crafting operations subordinate to sales)~~
- ~~Hobby materials~~
- ~~Jewelry~~
- ~~Luggage and leather goods~~
- ~~Musical instruments, parts and accessories~~
- ~~Newsstands~~
- ~~Orthopedic supplies~~
- ~~Pet stores~~
- ~~Religious goods~~

~~♦ Small wares~~

~~♦ Specialty shops~~

~~♦ Stationery~~

~~♦ Toys and games~~

~~♦ Variety stores~~

Reverse Vending Machine **means a specialized machine that accepts empty beverage containers such as bottles or cans for recycling, often in exchange for a reward or incentive.**

Roadside stands for agricultural products means accessory open structures not more than 400 square feet, 20 feet deep and 15 feet high for the retail sale of agricultural products (except hay, grain and feed sales included under "Farm Equipment and Supplies") located on the site or in the area of the property where the products being sold were grown. Does not include field sales or agricultural products, which is included under "Crop Production."

Rooming house and boarding house means the renting of individual bedrooms within a dwelling to one or more persons whether or not meals are provided generally a rooming house provides meals.

Schools—College and university means community colleges, public or private colleges, universities and professional schools granting associate arts degrees, certificates, undergraduate and graduate degrees and requiring for admission at least a high school diploma or equivalent general academic training.

Schools –Primary means all public and private schools serving children from Transitional Kindergarten through sixth grade Primary schools can include before and after school care for the students served by the school."

S*chools – Secondary* means public and private middle, junior high and high school serving children from , 6th-12th grades. Secondary schools also includes boarding schools and academies.

Schools – Specialized aviation education and training means schools dedicated to flight, navigation, and repair and/or maintenance of aircraft.

Schools – Specialized education and training means schools or establishments, where students primarily learn in a classroom, and provide single day classes, seminars, or long term educational services for topics including business, beauty, secretarial, educational services (such as restaurant or service training, drafting, computers, programming, language, finance, health careers, public speaking, management, drivers education classes), personal growth (including cooking, time management, health, self-improvement) and the arts (drama, art, ceramics, painting, sculpture). Minor Specialized education and training schools are those that have no more than 15 participants and two instructors at one time and where adequate parking is provided as required by

Chapter 17.18, Pedestrian, Bicycle, Parking and Loading Standards, and as determined by the Director. Major specialized education and training schools are those that have more than 16 students or 2 instructors or are unable to provide adequate parking."

Schools-Vocational and Trade means schools with provide specialized training related to a job or career and includes programs that provide training essential to job functions, licensing, certificates or required continuing education services to instruct students in specific fields related to construction (such as engineering, installation, carpenter, plumbing, electrical, welding or installation methods), repairs (such as automotive, airplane, HVAC), woodworking, furniture or cabinet making, or manufacturing.

Scrap and dismantling yards means outdoor establishments primarily engaged in assembling, breaking up, sorting, and the temporary storage and distribution of recyclable or reusable scrap and waste materials, including auto wreckers engaged in dismantling automobiles for scrap and the incidental wholesale or retail sales of parts from vehicles. ~~Includes light and heavy processing facilities for recycling (see the definitions above).~~ Does not include: places where these activities are conducted entirely within structures; pawn shops and other secondhand stores; the sale of operative used cars; or terminal waste disposal sites.

Secondhand stores means indoor retail establishments that buy and sell used products, including but not limited to books, clothing, furniture and household goods. The sale of cars and other used vehicles is included under "Auto, Mobile Home, Vehicle and Parts Sales."

Senior congregate care housing means a structure serving as a residence for a group of senior citizens 60 years of age or more) with central or private kitchen, dining, recreational and other facilities, with separate bedrooms or living quarters. Limited medical care and supervision may also be provided, where the emphasis of the facility remains residential.

Senior housing means housing that is available only to seniors, in accordance with state and federal housing laws and guidelines.

~~*Service station* means a retail business selling gasoline or other motor vehicle fuels, which may also provide vehicle engine maintenance and repair services incidental to fuel sales. May also include accessory towing and trailer rental services, but not the sale, storage or repair of wrecked or abandoned vehicles, vehicle painting, body or fender work, or the rental of vehicle storage or parking spaces.~~

Setback line means a line established by this title to govern the placement of buildings or structures with respect to lot lines, street or alleys.

Shipping container means a receptacle designed to transport materials over long distances using multi-modal transport such as ships, railroad cars, and trucks. The receptacles are typically constructed of corrugated steel and are eight feet in width and 20 feet in length or larger.

Shopping center means a group of commercial establishments designed, built and managed as a unit with ownership **under one entity with reciprocal parking and access agreements across all property lines.** ~~It provides on-site parking in proportion to the size, type and number of stores in the center.~~

***Sidewalk Vending* means a person selling of food or merchandise from non-motorized conveyances such as pushcarts, stands, tables, pedal-driven carts or directly from a person public sidewalks and public pedestrian paths in accordance with Senate Bill 945 (effective January 1, 2019) or as may be amended.**

Site means a lot or adjoining lots under single ownership or single control, considered a unit for the purposes of development or other use.

~~*Small family day care homes.* See "Child Day Care Facilities."~~

~~*Sport facilities and outdoor public assembly* means indoor and outdoor facilities for spectator-oriented sports, and other outdoor public assembly facilities for outdoor theater and concerts, which include: amphitheaters; stadiums and coliseums; arenas and field houses; racetracks; motorcycle racing and drag strips; and other sports that are considered commercial.~~

Stock cooperative means a development defined by Section 11003.2 of the Business and Professions Code and Section 1351(m) of the Civil Code, where a corporation is formed to hold title to improved real property and the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property.

Stone and cut stone products manufacturing means establishments primarily engaged in cutting, shaping, and finishing marble, granite, slate, and other stone for building and miscellaneous uses. Also includes establishments primarily engaged in buying or selling partly finished monuments and tombstones.

Storage, accessory means the indoor storage of various materials on a site where the principal use is not storage, where the storage supports the activities or conduct of the principal use. Includes the storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use.

Storage, outdoor means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

Storage, personal storage facility means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented or owned as individual storage spaces ~~and characterized by low parking demand.~~ **This use type does not include the outdoor storage of vehicles or recreational vehicles, see Vehicle related Sales and Services.**

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

Street means a public thoroughfare which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley as defined herein.

Structure means anything constructed or erected, the use of which requires location on or in the ground or attachment to something located on the ground. For the purposes of this title, the term "structure" includes "buildings."

Structural alteration means any construction, reconstruction, alteration, demolition, removal of, or additions to, the supporting members of a building or structure, including, but not limited to, bearing walls, columns, beams, girders, rafters, or joists.

Structural clay and pottery products manufacturing means establishments primarily producing brick and structural clay products, including pipe, china plumbing fixtures, and vitreous china articles, fine earthenware and porcelain electrical supplies and parts. Artist/craftsman uses are included in "Handicraft Industries and Small Scale Manufacturing" or "Home Occupations."

***Supportive Housing* means housing with no limit on length of stay that is occupied by the target population and is linked to on or off-site services to support the residents in retaining housing, improving their health and maximizing their ability (when possible) to live and work in the community.**

Tasting Rooms means an establishment that sells wine on behalf of one or more wineries and allows customers to taste the wine for sale as a regular part of the business.

Tattoo or Body Piercing Parlors means an establishment where tattooing or body piercing is carried out by a professional.

Telecommunication Facility means those facilities described in Section XXXX of the Zoning Ordinance.

Textile and leather products manufacturing means establishments engaged in performing any of the following operations: Preparation of fiber and subsequent manufacturing of yarn, threads, braids, twine cordage; manufacturing woven fabric and carpets and rugs from yarn; dying and finishing fiber, yarn, fabric, and knit apparel; coating, waterproofing, or otherwise treating fabric; the integrated manufacture of knit apparel and other finished products from yarn; the manufacture of felt goods, lace goods, non-woven fabrics and miscellaneous textiles; and upholstery manufacturing.

*Theaters, **assembly**, and meeting halls* means indoor facilities for public assembly and group entertainment, other than sporting events, including: public and semi-public auditoriums; exhibition and convention halls; civic theaters, meeting halls and facilities for "live" theater and concerts; motion picture theaters; meeting halls for rent and similar public assembly uses. Outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events are included under the definition of "Sport Facilities and Outdoor Public Assembly."

Transit stations and terminals means passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Transitional Housing **means temporary housing (typically for 24 months), with supportive services, to facilitate movement to permanent housing for persons with low income who may have one or more disabilities, and may include adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting institutional settings, veterans, and homeless people.**

Trailer and *camp trailer* means any vehicle constructed in such a manner as to permit temporary occupancy thereof as sleeping quarters (i.e., camp trailer) or the conduct of any business, trade or occupation or use as a selling or advertising device, or use for storage or conveyance for tools, equipment or machinery, and so designed that it is mounted on wheels and may be used as conveyance on highways and streets, propelled or drawn by other motor power. Camp trailers are considered structures for the purpose of this title when they are parked in a trailer camp or park.

Trailer camp and *trailer park* means any lot or part thereof, or any parcel of land, which is used or offered as a location for two or more camp trailers.

Twenty Four (24) Hour Operations means a business that is open 24 hours in a day without closing. Includes service stations, grocery stores, restaurants, manufacturing, and other businesses where the facility operates around the clock for a minimum of one day per week.

Use, accessory means a use subordinate and incidental to the principal use of the same building site which does not alter the essential characteristics of the use considered as a whole or as related to other uses permitted in the same district.

Use, principal means any use which is not specifically defined and listed as an accessory use and which is the primary intended purpose for the building site.

Yard, front means a yard extending across the front of the lot between the side yard lines and measured from the front line of the lot to the nearest line of the building; provided, however, that if any official plan line has been established for the street upon which the lot fronts, the front yard measurement shall be taken from such official plan line to the nearest line of the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line of the main building.

Yard, side means a yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard.

Variance means a permit issued to a landowner to construct a structure or engage in some action not otherwise permitted under the regulations of this title.

Vehicle and freight terminals means transportation establishments furnishing services incidental to transportation including: freight forwarding services; transportation arrangement services; packing, crating, inspection and weighing services; freight terminal facilities; joint terminal and service facilities; trucking facilities, including transfer and storage; and postal service bulk mailing distribution centers. **Includes rail, air and motor freight transportation.**

Vehicle related Sales and Services includes the following:

1. ***Brokerage*** **means an office where a broker arranges for the sale of a vehicle to a customer. Vehicles may not displayed or stored on site except for customer pick-up. The business shall have one dedicated parking space (in addition to the required parking for the office space) for temporary parking of a sold vehicle for pick-up by the customer.**
2. ***Car Wash, Detailing*** **means the washing, waxing, detailing, or cleaning of automobiles or vehicles equal to or less than one-half ton including the use of mechanical automobile washers.**
3. *Service station* means a retail business selling gasoline or other motor vehicle fuels, which may also provide vehicle engine maintenance and repair services incidental to fuel sales. May also include accessory towing and trailer rental services, but not the sale, storage or repair of wrecked or abandoned vehicles, vehicle painting, body or fender work, or the rental of vehicle storage or parking spaces.
4. *Vehicle repair* ***facility****, major* means a place providing a full range of repair and maintenance services for motor vehicles, including any of the following:
    a. Cylinder head replacement;
    b. Valve grinding or replacement;
    c. Clutch replacement;
    d. Repair, replace transmission, rear end, rear axles, king pins;
    e. Body work;
    f. Engine, motor or transmission removal;
    g. Fuel tank repair;
    h. Radiator or heater core repair or replacement;
    i. Painting;
    j. Repair activities requiring the use of open flame or welding;
    k. Exhaust system repair;
    l. Repair activities requiring entry into the engine block;
    m. Upholstery; or

n. Any repair activity not listed as minor vehicle repair.

5. *Vehicle repair* ***facility****, minor* means a place performing the following repair and maintenance services for motor vehicles not exceeding a gross vehicle weight of five tons carrying capacity, including any of the following:

    a. Tune-ups. Major and minor tune-up involving spark plugs, points, condensers, valve adjustments, carburetor overhauls, adjustment of fuel injection systems, fuel pumps, and all necessary filters;

    b. Lubrication. Oil changes and filter replacement, transmission and rear end oil changes;

    c. Cooling System. Replacement of water pumps, heaters, and other hoses; replace thermostats; recharge air conditioners;

    d. Drive Train. Replacement of driveshaft universal bearings, center support bushing, accelerator and brake cables; minor repair of hydraulic systems; replacement of shock absorbers;

    e. *Brakes.* Remove and replace shoes and brake pads; rebuild master and wheel cylinders and disc caliper; adjustment of brakes; machine work related to turning of drums or discs;

    f. Wheels. Adjustment of steering box; replacement of rubber bushings in suspension; wheel balancing; wheel alignment; replacement of wheel bearings; tire changes and repairs;

    g. Electrical. Battery charging; remove, repair, and replace starters, alternators, generators, and regulators; rewiring of automobile and lights; repair or replacement of gauges; installation of radios;

    h. Smog Checks;

    i. Fuel System. Change and repair of fuel lines; replace fuel gauge sending unit; or

    j. Any activity combining minor and major motor vehicle repair shall be defined as "Major Vehicle Repair." Excludes any activity that involves welding or an open flame, a paint booth, or repairs that typically require keeping a car for more than one day.

6. *Vehicle sales ~~and services~~* means the sale or rental of automobiles, motorcycles, trucks, and recreational vehicles **and includes** ~~including~~ display areas, incidental storage, **and minor repair services (incidental to the sales operations).**

7. *Vehicle storage* means lots for the storage and parking of tow-away and towed vehicles, impound yards, and storage lots for vehicles, trucks, buses, and recreational vehicles. Excludes salvage and wrecking operations. Includes

sites where vehicles are stored for rental or leasing. Does not include dismantling yards (classified in "Recycling, Scrap and Dismantling Yards").

~~*Vehicle washing* means the washing, waxing, detailing, or cleaning of automobiles or vehicles equal to or less than one-half ton including the use of mechanical automobile washers.~~

~~*Veterinary clinics* and *animal hospitals* means office and entirely indoor medical treatment facilities used by veterinarians, including large and small animal veterinary clinics, and animal hospitals. See also "Kennels and Animal Boarding."~~

~~*Warehouse retail stores* means retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices, where products are typically displayed in their original shipping containers. Sites and structures are usually large and industrial in character. Patrons may or may not be required to pay membership fees.~~

Warehouse ~~*Warehousing*~~ means facilities for the storage of farm products, furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include: warehouse, storage or mini-storage facilities offered for rent or lease to the general public, which are included under "Storage, Personal Storage Facilities;" or warehouse facilities where the primary purpose of storage is for wholesaling and distribution (which is separately defined). Does not include terminal facilities for handling freight (classified in "Vehicle and Freight Terminals").

Wholesale bakery means a facility that produces baked goods in large quantities and distributes them to another business such as a farmers' market, restaurant, hospital, school, grocery store, retails store or similar establishment. Wholesale bakeries do not include direct retail sales to consumers.

Wholesaling and distribution means establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to persons or companies. Includes: merchant wholesalers; agents, merchandise or commodity brokers, and commission merchants; assemblers, buyers and associations engaged in the cooperative marketing of farm products; stores primarily selling electrical, plumbing, heating and air conditioning supplies a marketing of farm products; stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment.