

**RESOLUTION 2020-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
AUTHORIZING THE CONNECTION OF 105 SAN JUAN HOLLISTER ROAD  
TO THE CITY'S SEWER SYSTEM**

**WHEREAS**, the single-family home was built sometime between 1900 and 1910, at 105 San Juan Hollister Road, (APN 012-170-006) and was known at that time as Tremaine Park, and was originally connected to a now abandoned sewer line on The Alameda; and

**WHEREAS**, 105 San Juan Road is located outside of, but adjacent to, the City limits and is consistent with the land use designation for that parcel in the City's General Plan; and

**WHEREAS**, Municipal Code 5-9-600 "Outside the City- Approval Required" clearly states that, "Except when authorized by resolution of the City Council, which resolution shall contain such terms and conditions and fix such fees as the City Council shall deem appropriate, no sewer connection permit shall be issued, nor shall any sewer connection be made to serve, any premises or property located outside the corporate limits of the City;" and

**WHEREAS**, the history of this property, preserving it, and connecting it properly to the City's sewer line could have occurred when the City abandoned the sewer line on The Alameda and replacing it with the new force main, but that did not occur; and

**WHEREAS**, the Owner has requested to be connected to the city's sewer line, but has determined that this is a reconnection, and that no connection fee be applied to this request, (\$6,243.81) but will pay the actual charges of staff time to check the plans, and issue a building permit and inspect the encroachment permit (\$2,955.50), and has further agreed to execute a Utility Extension Users Agreement before receiving building permits; and

**WHEREAS**, the City Council can determine that these special circumstances make this request for reconnecting 105 Old san Juan Road to the City's sewer an exceptional and unusual case, that is worthy of consideration.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA HEREBY RESOLVES AS FOLLOWS:**

1. The City Council finds in considerations of the unique history of the property at 105 San Juan Road (as summarized in the recitals of this Resolution), justifies an exception to the San Juan Bautista Municipal Code Section 5-9-600, that prohibits sewer connections to properties outside the City boundaries unless approved by resolution of the City Council.
2. The City Council adopts this Resolution in agreement with four conditions placed upon the owner;

- a. That the current and future use of the property remain consistent with the General Plan's land use designation, unless otherwise approved for a variance; and
- b. That the owner will adhere to the City's Uniform Waste Water regulations, as stated in Municipal Code 5-9 (et al) and any subsequent amendments to them, at all times before, during and after this sewer connection is completed.
- c. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, permits, fees, inspections costs, engineering and construction of the extension, which shall be accomplished to City standards and conform to plans approved by the City Engineer, or his/her designee. Costs of plan review and construction inspection shall also be paid by the owner.
- d. That before the issuance of building and/or encroachment permits, the owner will execute and record on title with the City a Utility Extension Agreement, with terms similar to those provided in Exhibit "A."

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista on this 30<sup>th</sup> day of June 2020 by the following vote:

**AYES:** Edge, Jordan, Flores, DeVries, Freeman

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

  
Mary V. Edge, Mayor

ATTEST:

  
Trish Paetz, Deputy City Clerk

## EXHIBIT A

### PROPOSED TERMS OF A UTILITY EXTENSION AGREEMENT

(A) Agreement to Run with the Property. The agreement shall be recorded against the property in the San Benito County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

(B) Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

(C) Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

(D) Agreement Not to Protest Annexation. The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

(E) Waiver of Right to Protest the formation of an assessment district that directly benefits the property. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an assessment district for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such special district.

(F) Development of Property to Conform to City Code – Exceptions. The owner shall agree to comply with all requirements of the city's land use plan, zoning, fire codes and those portions of the city building code which are referenced by the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The city council may grant exceptions to the requirements contained in this subsection only under the following conditions:

(1) The applicant must demonstrate that the proposed departure from the city's land use standards, zoning code, or public works standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works standards, based upon compliance with all of the following criteria:

(a) That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to ensure compatibility with and not inconsistent with the underlying zoning district;

(b) That the site for the proposed use relates to streets adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;

(c) That the proposed use will have no significant adverse effect on existing uses or permitted uses;

(d) That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.

(G) Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.