

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: March 5, 2018

SUBJECT: Traffic Study on Fourth and Third Streets

Recommendation: Review the traffic study, receive presentation and direct the City Manager to evaluate low cost traffic calming measures as part of the FY 10 Budget

Background: In response to community and Council concerns about perceived speeding on Fourth Street, the Council authorized a contract with Hexagon to conduct speed studies and to recommend traffic calming measures. At the request of the Planning Commission, the Council authorized extension of the speed studies to include Third Street as well.

Hexagon deployed "speed tubes" in both Third and Fourth Street. The results of the traffic volumes by street are reflected on Table 1, Summary of Speed and Volume Data.

The study did not find a problem with traffic speeds exceeding the posted speed limits. The typical reference point is the "85th percentile", that is, the point at which 85% of recorded events meet or fall below a speed. Under the California Vehicle Code, in order to have enforceable speed limits they must be set at the 85th percentile or above.

Of course there is some speeding above the 85th percentile. The attached study shows all the recorded events with the highest speed on Fourth Street recorded at midnight on a Saturday night at 45 mph.

In general, Hexagon recommends no traffic calming measures that would have the impact of diverting traffic to other streets. They have given us a recommendation for striping Fourth Street with a limit line designating an area to be shared between bicycles and motor vehicles. Striping will introduce a visual feature that suggests that the street is not "wide open" and will calm speeds. They have also given us a proposal for "bulb outs" at intersections that will improve pedestrian crossing safety and similarly introduce a feature that narrows the perceived travel lane. The latter has some capital costs that should be considered as part of the budget process. It would be possible to include the construction as part of a larger project to be bid for the Muckelemi Street reconstruction.



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: February 2, 2018

To: Mr. Ed Tewes, City of San Juan Bautista

From: Gary Black
Ollie Zhou

Subject: Traffic Calming Study in San Juan Bautista, California

Introduction

Hexagon Transportation Consultants, Inc. has completed a traffic calming study for 3rd Street and 4th Street between Monterey Street and The Alameda in San Juan Bautista, California (see Figure 1). According to the City of San Juan Bautista *General Plan*, both streets are designated major collector streets. Collector streets are typically designed as the intermediate channel feeding traffic from local streets onto arterials. Within the City of San Juan Bautista, SR 156 is the only designated arterial street.

Methodology

The Institute of Transportation Engineers, an international educational and scientific association of transportation professionals, defines traffic calming as follows:

"Traffic calming is the combination of *mainly physical measures* that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users (bicycles, pedestrians, etc...)."

In an effort to improve safety for non-motorized street users and improve neighborhood livability, many cities have expanded this definition to also include non-physical measures, such as education programs and enhanced enforcement.

The City of San Juan Bautista does not have established policies or criteria for implementing traffic calming measures. Neighboring cities with established traffic calming policies typically identify a speeding issue eligible for traffic calming if the 85th percentile speed exceeds 5 mph or 7 mph of the posted speed limit. The 85th percentile speed is the speed that 85 percent of drivers stay below, and 15 percent of drivers exceed. According to the California Vehicle Code (CVC), the speed limit should be set at the 85th percentile speed, which is the speed at which a reasonable driver feels safe. When speed limits are set in accordance with the CVC, they can be enforced by the police. Both 3rd Street and 4th Street have a 25-mph speed limit. Based on adopted criteria in neighboring cities, Hexagon would identify the street with a speeding issue if the 85th percentile speed exceeds 30 mph to 32 mph.

Analysis

Hexagon collected week-long roadway speed and volume data at six locations on 3rd Street and 4th Street in January 2018 when schools were in session (see Figure 1 for count locations and Table 1 for data summary). The data shows that the 85th percentile speed on all six roadway segments did not exceed 30 mph. 4th Street typically experienced higher 85th percentile travel speeds than 3rd Street. The 85th percentile speeds on 4th Street varied from 26 mph to 29 mph. The 85th percentile speeds on 3rd Street varied from 17 mph to 26 mph. Based on engineering judgement and adopted traffic calming criteria from neighboring cities, both 3rd Street and 4th Street do not currently experience a speeding issue.

Table 1
Summary of Speed and Volume Data

Street Segment ¹	Dir.	Speed (mph) ²		Avg. Daily Volume (vpd)	
		Average	85th Percentile ³	Weekday	Weekend
<u>3rd Street</u>					
between Jefferson St. and San Jose St.	EB	18	23	613	607
	WB	19	26	512	488
between Polk St. and Mariposa St.	EB	10	17	886	1,084
	WB	15	22	811	978
between Mariposa St. and Franklin St.	EB	12	19	939	1,222
	WB	13	19	953	1,325
<u>4th Street</u>					
between Tahualami St. and San Jose St.	EB	22	26	671	508
	WB	23	29	451	363
between Polk St. and Mariposa St.	EB	23	29	1,023	868
	WB	23	28	822	756
between Franklin St and Pearce St.	EB	23	29	1,187	1,048
	WB	23	29	952	806
<u>Notes:</u>					
1. All counts were collected between January 22, 2018 and January 28, 2018.					
2. Reported speeds are for the entire data collection period					
3. The 85th percentile speed is the speed that only 15% of all vehicles exceed.					

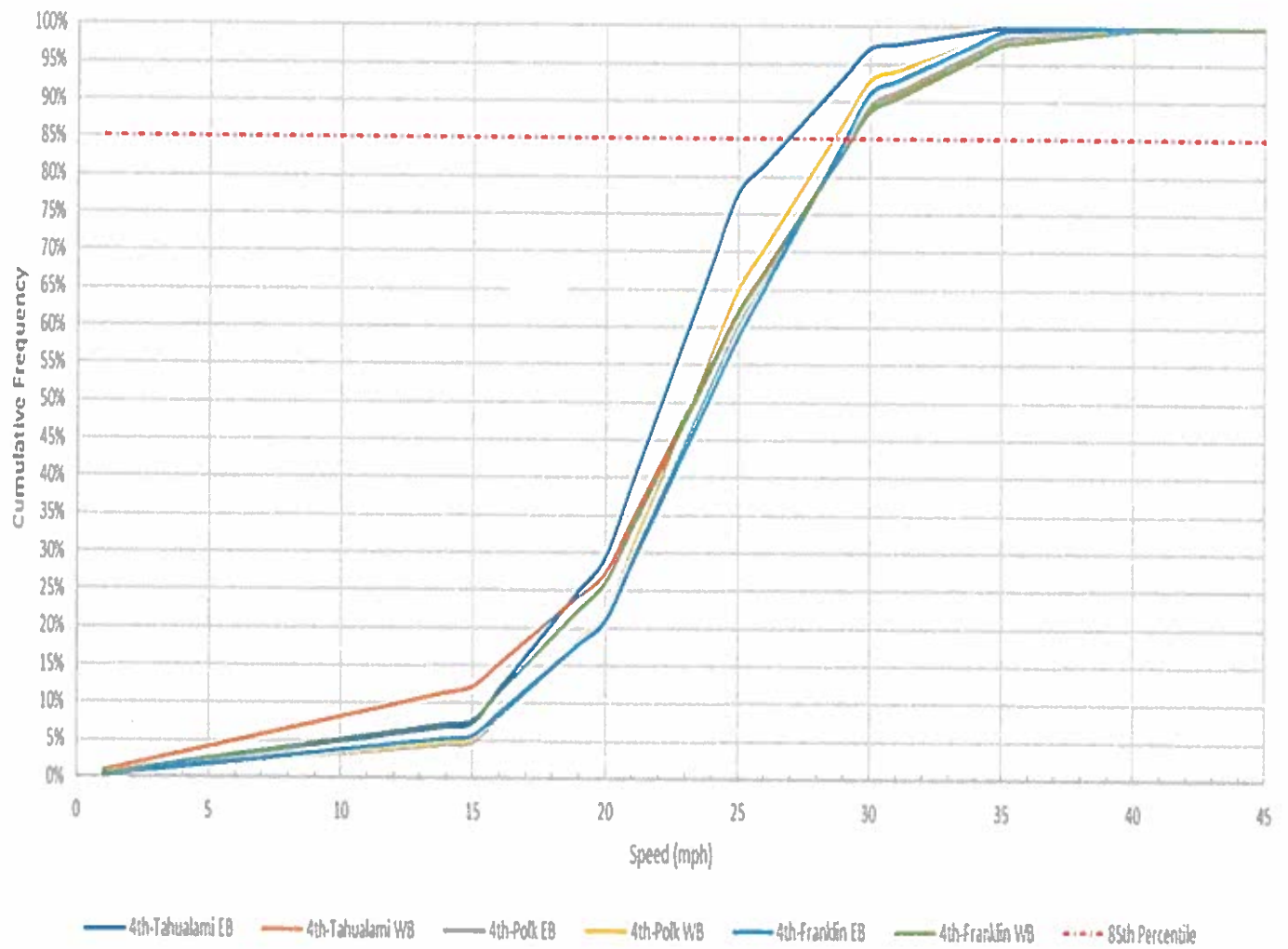
Recommendations

Since both 3rd Street and 4th Street are not currently experiencing speeding issues, Hexagon does not recommend any physical traffic calming measures designed to reduce travel speeds. Doing so may divert traffic to parallel streets. That traffic should be staying on either 3rd Street or 4th Street, which are designated as major collectors.



Figure 1
Tube Locations

Cumulative Frequency Diagram for Speed Data on 4th Street



CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: March 5, 2018

SUBJECT: Contribution Toward City Water Supply Strategy

Recommendation: Adopt resolution amending Development Agreement with Meritage Homes to provide for an additional payment of \$40,000 toward the City's Water Supply Strategy

Background:

As part of the negotiations to acquire Well 6 the Council has agreed to pre-fund up to five sewer and water connections for the industrial property on San Juan Hollister Road owned by Coke Farms.

In order to finance the commitment, the two current active subdivisions have agreed to contribute \$40,000 each in order to complete the transaction in a timely manner. The home builders have agreed to contribute in order to accelerate the acquisition of the well and the lifting of the water connection moratorium.

The City and Mr. Dale Coke have reached agreement on the business terms of the transaction to acquire Well 6. A buy/sell agreement and a right of entry agreement have been prepared and are being reviewed by Coke's attorney.

Because Meritage Homes has a Development Agreement, it is necessary to amend the agreement in order to embody the commitment to pay additional funds. Edenbridge Homes will also contribute \$40,000 but they do not have a Development Agreement.

Fiscal Impact:

Of the combined \$80,000 to be provided, 59% or \$47,224 will be deposited in the Water Capital Fund to prefund five water connections for the Coke Farms property provided it is developed in accordance with the current Industrial Zone. Of the amount to be provided, 41% or \$32,776 will be deposited in the Sewer Capital Fund to prefund five sewer connections for the property.

The contribution by Meritage will bring its contribution to \$1.1 million. Edenbridge has contributed land and equipment for Well 5 as a credit against its water connection fees. In addition, Edenbridge will contribute \$40,000.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

To: The Honorable Mayor and Council Members

From: The City Attorney

**RE: FIRST READING OF AN ORDINANCE REVISING THE APPOINTMENT PROCESS
FOR PLANNING COMMISSIONERS**

Date: March 8, 2018

REQUEST:

It is requested that the City Council:

1. Give first reading to Ordinance No. 2018- , to be ready by title only, replacing the current Section 2-3-110, with a new Section 2-3-110, which revises the appointment process for Planning Commissioners.

BACKGROUND

On February 20, 2018, the City Council directed the City Attorney to bring back a revision to the Municipal Code to allow the City Council, as a whole, to interview and appoint Planning Commissioners. The Municipal Code currently contains a complicated process by which each member of the City Council appoints one member to the Planning Commission. The Ordinance with the desired revision is attached as Exhibit "A." It is noted that only sub-paragraphs (B) and (C) contain new language. Sub-paragraphs relating to the old process were deleted and the remainder was re-formatted.

ENVIRONMENTAL REVIEW

The approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") because pursuant to CEQA Guidelines Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and, 15060 (c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively the approval of this ordinance is not a "Project" under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

CONCLUSION:

Staff recommends that the City introduce and give first reading to Ordinance 2018- to be read by title only, which revises and simplifies the appointment process for Planning Commissioners. The ordinance will become effective thirty (30) days after the second reading.

EXHIBIT "A"

ORDINANCE NO. 2018-__

**ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SAN JUAN BAUTISTA DELETING THE CURRENT SECTION 2-3-110, IN ITS
ENTIRETY AND ADDING A NEW SECTION 2-3-110 TO THE SAN JUAN BAUTISTA
MUNICIPAL CODE REVISING THE "QUALIFICATIONS-APPOINTMENT- TERM" OF
PLANNING COMMISSIONERS**

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WHEREAS, on February 20, 2018, the City Council considered the process for appointment of members to the Planning Commission and directed the City Attorney to provide the City Council with an Ordinance to change the process for appointment of members to the Planning Commission so that each member is appointed by the City Council rather than by individual City Council members.

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

SECTION 1. Section 2-3-110 is deleted in its entirety and is replaced with a new Section 2-3 -110, which is hereby added to the San Juan Bautista Municipal Code, to read as follows:

2-3-110 Qualifications – Appointment- Term.

(A) Members of the Planning Commission shall be residents and registered voters of the City of San Juan Bautista and shall not be officers or management-level employees of the City at the time of their appointment and continuously during their terms of office. A Commissioner who has moved residence from the City shall be considered to have resigned from the Commission office.

(B) The City Council shall interview and appoint all members to the Planning Commission.

(C) Planning Commission member terms shall be four (4) years, which terms shall be staggered. The Council may, upon expiration of the Planning Commission member's term, reappoint a Planning Commission member for a successive, consecutive term, without an interview.

(D) Any vacancy in the Planning Commission from whatever cause arising, including expiration of term, shall be filled by appointment by the Council. Upon a vacancy occurring, leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term

SECTION 2. Severability. The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause and phrase of this ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this ordinance is held invalid, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 3. Environmental assessment. The City Council declares that the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") because pursuant to CEQA Guidelines Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and, 15060 (c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively the approval of this ordinance is not a "Project" under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 4. Effective date. This ordinance shall go into effect thirty days after the date of its adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the ___ day of _____, 2018, and was adopted at a regular meeting of the San Juan Bautista City Council on the

___ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim West, Mayor

ATTEST:

Mackenzie Quaid, City Clerk

APPROVED AS TO FORM:

Deborah Mall, City Attorney

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: March 1, 2018

SUBJECT: Participation in Statewide Community Development
Infrastructure Program

Recommendation: Adopt resolution approving participation by Edenbridge Homes in the SCIP program

Background: The Council has previously approved a series of actions to join the Statewide Community Development Program that provides for bond financing of development fees payable to the city, and specifically approved participation by Meritage Homes for its Rancho Vista Subdivision.

Edenbridge Homes has requested the opportunity to participate in the program as well. Under SCIP the city's fees related to public improvements are financed through a bond issue with debt service paid by homebuyers. The cost of the financing is fully disclosed to homebuyers and allows the City to receive its revenue "up front" rather than on a building permit by building permit basis.

Fiscal Impact:

The decision about which fees and public improvements to include in the program will be determined by Edenbridge after taking into account the impact on homebuyers and the interest rate climate.

The City has the potential to receive the following fees "up front:"

Sewer Connection Fees

Park Impact Fees

Storm Drain Impact Fees



21771 Stevens Creek Boulevard, Suite 200A
Cupertino, CA 95014-1175
Telephone: 669.231.4240 Fax: 669.231.4250
www.edenbridgehomes.com

VIA ELECTRONIC MAIL

February 1, 2018

REFERENCE: **COPPERLEAF TRACT 337**
Statewide Community Infrastructure Program (SCIP)
Request for Application Approval by Local Agency

Mr. Ed Tewes
City of San Juan Bautista
311 Second Street
San Juan Bautista, CA 95045

Dear Mr. Tewes:

Please consider this letter request from San Juan Edenbridge, LP for City acknowledgment of our application to the California Statewide Communities Development Authority's Statewide Community Infrastructure Program (SCIP) for financing of development impact fees at Copperleaf Tract 337. I understand that the City opted into the program at its January 16, 2018 Council Meeting. Edenbridge has prepared the attached project-specific application for inclusion in the Fall (2018B) SCIP bond issuance. The application requires the City's acknowledgment as the local agency. Many thanks for your help.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Zweig", with a long, sweeping horizontal stroke extending to the right.

Eric Zweig
Director of Planning
San Juan Edenbridge, LP

Enclosures (1):

- Copperleaf SCIP Application

SCIP Application and Landowner Information

Submission Date

2018-01-29 20:01:29

SCIP Application and Landowner Information Form

Applicant Information

Name of Developer or
Borrower:

San Juan Edenbridge, LP

Primary Contact

Full Name:

Eric Zweig

Title:

Director of Planning

Address:

21771 Stevens Creek Boulevard
Suite 200A
Cupertino
CA
95014

Phone Number:

(669) 2314240

E-mail:

eric@edenbridgehomes.com

Secondary Contact

Full Name:

Patrick Geary

Title:

Authorized Signatory

Address:

21771 Stevens Creek Boulevard
Suite 200A
Cupertino
CA
95014

Phone Number:

(669) 2314240

E-mail:

pgeary@edenbridgehomes.com

Project Information

Project Name:

Copperleaf Tract 337

Project #1

Project Name:	Copperleaf Tract 337
Project Bond Amount:	787500
Project Address:	411 Old San Juan Hollister Road San Juan Bautista CA 95045
County:	San Benito
Is the project located in an unincorporated part of the County?	No
Has the City or County in which the project is located been contacted? If so, please provide appropriate contact information below.	Yes
Name of City/County Agency:	City of San Juan Bautista
City/County Contact:	Ed Tewes
Phone Number:	(831) 6234661
E-mail:	citymanager@san-juan-bautista.ca.us
Would you like to include an additional project location?	No

Project #2

Project #3

Applicant Acknowledgment and Agency Information

Applicant Acknowledgment

One of the following is true and correct: (A) The undersigned represents the owner(s) of the project, including as joint owners by tenancy in common, community property, joint tenancy or otherwise, or (b) the undersigned has this project under option.

Applicant: Eric Zweig

Title: Director of Planning

Signed _____

Dated: _____

Local Agency Information

Local Agency Name: City of San Juan Bautista

Mailing Address: 311 Second Street
P.O. Box 1420
San Juan Bautista
CA
95045

Primary Contact: Ed Tewes

Title: City Manager

Phone Number (831) 6234661

E-mail citymanager@san-juan-bautista.ca.us

Local Agency Acknowledgment

I hereby certify that I am an authorized representative of the Local Agency and that I have been authorized by the Local Agency to execute the Preliminary Application for CSCDA financing.

Signed _____

Dated _____

SCIP Landowner Information Form

THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY ("CSCDA") INTENDS TO ISSUE TAX-EXEMPT BONDS (THE "BONDS") TO FINANCE CERTAIN IMPACT FEES FOR THE CITY/COUNTY. UNDER FEDERAL AND STATE SECURITIES LAWS, CSCDA IS REQUIRED TO DISCLOSE ALL MATERIAL FACTS TO THE PURCHASERS OF THE BONDS. FOR THIS REASON, IT IS IMPORTANT THAT YOU ANSWER EACH OF THE FOLLOWING QUESTIONS COMPLETELY AND ACCURATELY. YOUR PROMPT AND COMPLETE RESPONSE TO THIS QUESTIONNAIRE IS CRITICAL TO CSCDA'S ABILITY TO ISSUE BONDS TO FINANCE YOUR DEVELOPMENT IMPACT FEES.

Name of Landowner: San Juan Edenbridge, LP

Ownership Structure: Partnership

Property Information

Gross Acres Owned: 13

Number of acres proposed for development: 13

Number of acres developed to date, if any: 13

List the Assessor's Parcel Numbers for the property: 012-130-021, 012-130-023, 012-130-031, 002-520-011 (All Old)

How long have you owned the property? 11 Months

Development Impact Fees & Improvements to be Financed by SCIP:

Development Impact Fees

Type (water, sewer, road, etc.)	Amount
Water Connection	381690
Sewer Connection	266670
Traffic Impact Mitigation	87390
Public Safety Development Impact	78525
Park Development Impact	39780
Storm Drain Development Impact	79065
Library Development Impact	101520
Public Civic Facilities Impact	75465

Total Amount Impact Fees: 1110105

Have you entered into any option or other form of agreement to sell all or a portion of the property? No

Is the property proposed for residential, commercial retail, industrial or a combination of different land uses? Residential land use

Please state the total number of residential units proposed (single family or multi-family), and the total land acreage and building square footage for a commercial, retail, or industrial development proposed.

Forty-five (45) single family home lots on approx. 13 acres. Total building square footage of 120,000 SF.

Describe the expected timing for development of the property. If available, please list projected sales or leasing information.

Final Map recorded April 2017 (Tract 337). Site Improvements to be completed March 2018. First new home sales anticipated June 2018.

What is the status of land use approvals, maps and EIR's for the property (i.e., briefly describe the current zoning and the status of any Development Agreements, Specific Plans, tentative maps or final maps for the property)?

Zoning approved April 2016. Mitigated Negative Declaration approved August 2016. Vesting Tentative Map approved November 2016. Design Review approved March 2017. Final Map recorded April 2017.

Will any impact fees be owing after funding by SCIP as a condition to develop the property?

No

Is any development currently underway on the property?

Yes

If YES, please give a general description and provide information as to estimated construction or permit value.

Site improvements, including mass grading, retaining and sound walls, underground utilities, curb, gutter, sidewalk, and pavement construction began in June 2017 and will be completed in March 2018. Site improvement costs are estimated at \$5,000,000. Building permit fees - not including impact fees to be covered by the SCIP - are estimated at \$562,500.

Are there any existing trust deeds/loans on the property?

Yes

If YES, please state the name, address and telephone number of the lending institution and the approximate loan amount(s).

The Davidson Living Trust dated 12-6-1989 for \$2,000,000, 255 W. Julian Street, Suite 200, San Jose, CA 95110, (408) 491-7704, Instrument No. 2017-0002254.

U.S. Bank National Association dba Housing Capital Company for \$5,370,000, 1825 S. Grant Street, Suite 630, San Mateo, CA 94402, (650) 356-2165, Instrument No. 2017-0004739.

Has construction financing been obtained?

Yes

If YES, please describe the source and amount of such loan. Please provide any other information on how the project is to be financed.

U.S. Bank National Association dba Housing Capital Company loan for \$5,370,000 secured by deed of trust instrument no. 2017-0004739, described above.

Also, The Davidson Living Trust dated 12-6-1989 loan for \$2,000,000 secured by deed of trust instrument no. 2017-0002254, described above.

Has the developer or any partner or related entity of the landowner ever filed for bankruptcy or been declared bankrupt?

No

Are there any other foreseeable circumstances not described above that could prevent or significantly delay the proposed development of the property?

Yes

If YES, please explain.

The City of San Juan Bautista Water System is in receipt of State Citation No. 02_05_17C_006 due to high levels of nitrate affecting drinking water quality. The nitrate issue must be resolved to enable new water connections. The City and its consultant, Bracewell Engineering, have outlined and begun implementing a plan to complete all necessary improvements to the City's water system by October 2018. New connections will be available sooner if certain milestones are met.

Payment of Taxes/Assessments

What is the current status of property, special taxes and assessments on the property (paid/owing/delinquent).

Paid

Have any property taxes or assessments on the property been delinquent at any time during the past 3 years?

Yes

If YES, please explain.

The previous property owner, Kathleen Manning, was at various times delinquent, but San Juan Edenbridge, LP cured all delinquencies upon taking title to the property in March 2017. Please note that recent tax bills will not be available until San Benito County completes the process of assigning the new project APNs.

Describe the source of funds that you will use to pay any taxes/assessments to be levied on the property in connection with the Assessment District (i.e., bank savings, land sale proceeds, loan proceeds, etc.).

Loan proceeds

Do you foresee any difficulty in your ability to make timely payment of your taxes/assessments?

No

Experience of Landowner and Development Group

Describe the development experience of the Landowner developer or affiliated construction entity. Briefly describe any current or recently completed developments undertaken by the Landowner.

San Juan Edenbridge, LP and its affiliated general contractor, Edenbridge Homes, represent a multi-talented team with over 30 years experience in northern California land development and home building. Edenbridge Homes has been in existence since 2004, and has constructed approximately 400 homes throughout the Bay Area. Please visit www.edenbridgehomes.com for more information.

Notice Regarding Disclosure

In 1994, the Securities and Exchange Commission adopted amendments (the "Amendments") to Rule 15c2-12 under the Securities Exchange Act of 1934 relating to certain required disclosure information that must be made available to prospective purchasers of municipal bonds. Under the Amendments and other federal and state securities laws, certain material information must be disclosed (i) in connection with the initial offering of Bonds with respect to material persons; and (ii) on an ongoing basis with respect to obligated persons.

Whether a property owner/developer might be a material person or an obligated person will depend on all of the facts and circumstances. If the information you provide in response to this questionnaire indicates this might be the case, the financing team will review with you the information that may need to be disclosed to potential Bond investors in order to satisfy the Amendments and other federal and state securities laws.

If information on the proposed development of your property is disclosed in connection with the sale of the Bonds, you will be required to certify at that time that the information is true and correct and does not omit to state any material fact.

If we have any additional questions regarding the property, who is the appropriate person to contact?

Firm Name:	San Juan Edenbridge, LP
Primary Contact:	Eric Zweig
Title:	Director of Planning
Address:	21771 Stevens Creek Boulevard Suite 200A Cupertino CA 95014
Phone Number:	(669) 2314240
E-mail:	eric@edenbridgehomes.com

Upon submission of your application, please send a nonrefundable \$1,500 application fee made payable to CSCDA to the attention of:

**Vo Nguyen
Statewide Community Infrastructure Program
c/o BLX Group LLC
777 South Figueroa Street, Suite 3200
Los Angeles, CA 90017**

After submission of your application you will receive a PDF copy. Please forward a signed and dated copy including the local agency acknowledgment.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: March 5, 2018

SUBJECT: Cell Tower Lease

Recommendation: Approve Lease Amendment

Background:

At the February 20, 2018 meeting the Council reviewed the attached staff report and directed staff to ask American Cell Tower to install additional landscaping or reconstruct the tower to be less intrusive on the horizon of the hills to the southwest.

The company declined to rebuild the tower but did agree to provide an additional upfront payment of \$10,000 on the condition that the City install irrigation, plant and maintain trees which would help camouflage the cell tower located near the City's water reservoir.

Planting of additional trees might help stabilize the slopes below the "old" reservoir.

Fiscal Impact:

The one-time payment of \$40,000 is currently unbudgeted and will increase General Fund revenue in the current fiscal year. The ongoing lease payments will provide ongoing annual revenue which will increase from \$1413.87 per month plus \$250/month for each carrier (\$2163.87), to \$1456.29 plus \$250/month for each carrier (\$2206.29).

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 12, 2018

SUBJECT: Extension of Lease for Cell Tower Locations

Recommendation:

Adopt Resolution 2018-XX approving an amendment to the lease to provide for a one-time payment of \$26,166.90, and extension of eight five-year terms for a total of 40 years; and an annual rent escalator of 3% per year.

Background:

In 2002 the city entered into a lease with American Cell Tower for locations on the site of the City's water reservoir. ACT is master lessee who in turn, sub-leases out tower space to wireless telecommunications providers.

For over a year, ACT worked with the City Manager on an extension of the lease in light of changes in the number and mix of telecom providers on the tower. In addition, the former City Manager reviewed the request and concurred that there had been an "overpayment" of approximately \$3800 over the past few years.

Staff reviewed the types of lease agreements in other nearby communities, and proposed the current structure to ACT. It provides for a one-time payment up front of approximately \$26,000 and annual lease payments with a 3% price escalator. Although some cities had escalators less than 3%, I was unable to find any recent transactions that were greater than 3%. The upfront payment is adjusted from \$30,000 to reflect the agreed upon "overpayment" in prior years. In the last fiscal year, the ACT lease generated about \$26,000 in revenue to support general city services.

The term of the lease is through 2032 (as originally agreed to) with eight 5-year options which if exercised, would extend the lease through 2072. It is acknowledged that this is a very long-term commitment, but we must be mindful that without a long-term commitment, cell tower companies will simply look to other alternatives and the City could lose the annual lease revenue. Providing for five-year options allows the lessor the option to not renew the lease in the event technology changes to no longer require a cell tower.

The agreement has been reviewed and approved by the City Attorney.

Fiscal Impact:

The one-time payment of \$26,166.90 is currently unbudgeted and will increase General Fund revenue in the current fiscal year. The ongoing lease payments will provide ongoing annual revenue which will increase from \$1413.87 per month plus \$250/month for each carrier (\$2163.87), to \$1456.29 plus \$250/month for each carrier (\$2206.29).



THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of San Juan Bautista ("Landlord")** and **American Tower LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated February 26, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Forty Thousand and 00/100 Dollars (\$40,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before April 30, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 26, 2002 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on February 25, 2032. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is equal to **One Thousand Four Hundred Thirteen and 87/100 Dollars (\$1,413.87)** per month (the "**Rent**"). Commencing on February 25, 2018 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of San Juan Bautista CA**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and of no further force and effect.
4. **Sublease Revenue.** The Parties hereby acknowledge and agree that Tenant's obligation to pay Landlord Two Hundred Fifty and 00/100 Dollars for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**") remains in full force and effect.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal

with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO Box 1420, San Juan Bautista, CA 95045; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of San Juan Bautista

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Tower LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Assessors Parcel Number: 002-540-002, 3-0

Parcel One

The Property is described and/or depicted as follows:

Lots Eight (8) and Nine (9) and Ten (10) of Ramona Heights, as said lots are shown and designated in map of said heights, said map having been filed for record in the office of the County of Recorder of said San Benito County, on the 17th date of September, 1907, and recorded in said Office in Map Book 1 at page 24, Records of said County.

Parcel Two

Lots 10, 11, 12, and 13 in Block 10 of Ramona Heights, according to the Map thereof filed September 17, 1907 in Vol. 1 of Maps, at page 24, San Benito County Records.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

REAL PROPERTY IN THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 0.63 ACRE PARCEL OF LAND OWNED BY THE CITY OF SAN JUAN BAUTISTA AND BEING COMPRISED OF LOTS 8 AND 9 IN BLOCK 10 OF RAMONA HEIGHTS, AS SAID LOTS ARE SHOWN AND DESIGNATED ON MAP FILED IN MAP BOOK 1, PAGE 24, RECORDS OF SAN BENITO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

AN IRREGULAR SHAPED 5,907 SQUARE FOOT LEASE AREA DESCRIBED AS FOLLOWS:

COMMENCING AT A TWELVE INCH (12") DIAMETER CONCRETE MONUMENT FOUND AT THE SOUTHERLY CORNER OF SAID LOT 8, AS SAID MONUMENT IS SHOWN ON THAT CERTAIN PARCEL MAP OF A.S. NYLAND PROPERTY FILED IN BOOK 1, PAGE 17, RECORDS OF SAN BENITO COUNTY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 8, N 08°33'00" E, 109.00 FEET; THENCE, N 34°41'00" E, 68.28 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY AT A RIGHT ANGLE, S 55°19'00" E, 3.09 FEET TO THE WESTERLY CORNER OF, AND POINT OF BEGINNING FOR, THE LEASE AREA HEREIN DESCRIBED; THENCE IN A CLOCKWISE DIRECTION AROUND THE PERIMETER OF SAID LEASE AREA THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) N 59°04'19" E, 57.29 FEET; THENCE,
- 2) N 38°28'50" E, 54.56 FEET; THENCE,
- 3) S 65°38'31" E, 41.60 FEET; THENCE,
- 4) S 24°21'29" W, 100.00 FEET; THENCE,
- 5) N 65°38'31" W, 87.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,907 SQUARE FEET, MORE OR LESS.

Site No: 41714

Site Name: San Juan Bautista/Rocks CA

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING AN EXTENSION TO A LEASE AGREEMENT WITH AMERICAN CELL TOWER

RECITAL

A. The City Council of the City of San Juan Bautista has reviewed the first amendment to the agreement between the City of San Juan Bautista and American Cell Tower, for lease of the property at APN 002-540-002, 3-0 for a cell tower.

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

SECTION 1. The Agreement is hereby approved and the City Manager is authorized to execute the Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on March 20, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jim West, Mayor

Mackenzie Quaid, City Clerk

Committee Report re: Parks Master Plan Task Force | 3/20/18

To: San Juan Bautista City Council

From: San Juan Bautista Strategic Planning Committee

Recommendation

The Strategic Plan Committee is requesting the Council consider the designation of a portion of the City owned property located between Washington and Lang Streets as a future location of a dog park and community garden.

Background

At your January 16, 2018 meeting the Council endorsed a process for developing a Parks Master Plan, and delegated the task to the Strategic Planning Committee with the creation of a Parks Master Plan Task Force made up of members of the public, and our Arts, Culture, Recreation and Wellness subcommittee. The Task Force has held two meetings and during these meetings has identified the preferred use of a portion of the city-owned property at Washington and Lang Streets for a dog park and community garden, amongst other uses.

The goal in presenting this proposal to Council now is to allow the Task Force to continue to move forward with the full master planning process, with this intended use in mind. This concept was presented to the full Strategic Planning Committee at our March 1, 2018 meeting, and the Committee supports this proposed designation.

We anticipate that there will be several opportunities for public engagement throughout the development of the Parks Master Plan, and recognize the importance heightened public participation throughout the process. We have submitted our meeting dates to City staff for publication on the City's website, twitter and facebook, and any other City public engagement opportunities available. We anticipate advising the Council of our Parks Master Plan work plan timeline in the next month.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: March 5, 2018

SUBJECT: Purchase of telemetry system for City Reservoir

Recommendation: Authorize expenditure of up to \$15,000 to acquire and deploy phase 1 of a modern telemetry system for the City's water system

Background: The City has an outdated and incomplete telemetry system which was purchased as part of the Infrastructure project bond in 2008. The old concrete reservoir has some infrastructure telemetry hardware that is not in use. The old systems appear to have measured reservoir levels however the old systems are not in operation nor has the well output ever been tied into the system using set points.

The Bracewell and Public Works staff to manually monitor and control the water supply. They do a daily visual check of the mechanical water level indicator on the reservoir and if below set point, they drive to wells and manually turn on pumps on or off depending on the level. This is an inefficient use of labor intensive and has inherent risk due to the dependency on people. The city purchased drinking water system telemetry hardware in the past as part of the new reservoir bond.

A new modern system would have the following benefits:

- Labor savings of 5 hours per week
- monitoring and control capability which can be done from a computer or cell phone application
 - Real time Fire Protection water supply management
 - Improved customer experience - live visibility, via website or City Hall and or Public Works LCD display, to the water system functionality, levels and quality

We will seek proposals for a system that can meet the following performance specifications:

Phase 1 – reservoir fill level management:

- Communication between well #1, #5 and program set points such that we can maintain certain fill level in tank
- Ability to turn on and off well #1 and #5 remotely
- Ability to reprogram set points remotely
- Ability to display water level and well in use status on a visual display/monitor

Subsequent phases would be expandable to the following:

- Add more wells
- Add measuring of: flow, certain quality measures (hardness, salt) well water static levels
- Add recycled water system:
 - Effluent flow and salt level
 - Recycled water reservoir level management

In accordance with the City's purchasing system, it is appropriate to obtain three competitive proposals. Based on the attached proposal, we believe that phase 1 of the needed telemetry system can be acquired for no greater than \$15,000.

Council is being asked to authorize the expenditure and authorize the City Manager to purchase a system following evaluation of at least three proposals.

Fiscal Impact:

The expenditure of \$15,000 can be accommodated within the Water Capital Budget.

Preamble

The citizens and businesses of San Juan Bautista are entitled to have fair ethical and transparent local government which has earned the public's full confidence for integrity. In keeping with the City of San Juan Bautista's commitment to excellence the effective functioning of democratic government therefore requires that:

- Public officials both elected and appointed will comply both the letter and spirit of the laws and policies affecting the operations of government.
- Public officials shall be independent, impartial, fair and transparent in their judgment and actions.
- Public office be used for public good and not for personal gain.
- Public deliberations and processes be conducted openly unless legally confidential in an atmosphere of respect and civility.

This Code of Ethics as adopted by the San Juan Bautista City Council applies to members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation:

1. Acts in the Public Interest

Members will work for the public interest of San Juan Bautista and not for any private or personal interest and the members will assure fair and equal treatment of all persons, claims and transactions coming before the San Juan Bautista City Council boards and commissions.

2. Comply with the Law

Members shall comply with the laws of the Federal, State of California and the City of San Juan Bautista in the performance of their public duties. These laws include but are not limited to The United States and California Constitutions, Fair Political Practices laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of govern. Members must disclose any potential conflicts and/or recuse themselves if a conflict of interest is presented.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety in all public situations regarding City business. Members shall refrain from abusive conduct personal charges or verbal attacks upon the character or motives of other members of the council boards and commissions the public and staff San Juan Bautista Code of Ethics.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City council and boards and commissions governing the deliberation of public policy issues meaningful involvement of the public and implementation of policy decisions of the City Council by staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration, which they may have received from sources outside of the public decision-making process. They must disclose any information relevant that was given or requested by them about the matter under consideration.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law members shall disclose investments interests in real property, source of income and they shall abstain from participating in deliberations and decision making where conflicts may exist.

9. Gifts and Favors

Members shall refrain from accepting any gifts favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members shall respect the confidentiality of information concerning property personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal financial or private interests.

11. Use of Public Resources

Members shall not use public resources unavailable to the public in general such as City staff time equipment supplies or facilities for private gain or personal purposes.

12. Representation of Public Interests

In keeping with their role as stewards of the public interest members shall not appear on behalf of the private interests of third parties before the Council or any board commission or proceeding of the City nor (discuss allowed by the brown act) shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members shall represent the official policies or positions of the City Council board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions members shall explicitly state they do not represent their body or the City of San Juan Bautista, nor will they allow inference that they do.

14. Policy Role of Members

Members shall respect and adhere to the council manager structure of San Juan Bautista City government as outlined by the San Juan Bautista Municipal Code. In this structure the City Council determines the policies of the City with the advice information and analysis provided by the public boards and commissions and City staff. Except as provided by the City Municipal Code members shall not interfere with the administrative functions of the City or the professional duties of City staff nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

16. Positive Workplace Environment

Members shall support the maintenance of a positive and constructive work place for the City employees and for the citizens and businesses dealing with the City.

17. Implementation

The San Juan Bautista Code of Ethics is intended to be self-enforcing and is an expression of standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understand the City of San Juan Bautista Code of Ethics. The Code of Ethics shall be reviewed annually by the City Council boards and commissions and the City Council shall consider recommendations from boards and commissions and update as necessary.

18. Compliance and Enforcement

The Boards Chairs, Commission Chairs and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment or budget restriction. Under the City's Municipal Code, the City Council may also remove members of boards and commissions from office. A violation of this Code of Ethics shall not be considered as a basis for challenging the validity of a council board or commission decision.

Resolution 2018-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
ADOPTING A CODE OF ETHICS FOR CITY COUNCIL, BOARDS AND COMMISSIONS**

WHEREAS, the Citizens of San Juan Bautista are entitled to have fair ethical and accountable local government, and

WHEREAS, San Juan Bautista maintains a commitment to excellence and effective functioning of democratic government, and

WHEREAS, integrity of officials of local government is key to effective and fair operation of government.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista hereby adopts this Code of Ethics which pertains to members of the City Council and all members of the City Boards and Commissions.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista on this 20th day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Jim West

ATTEST:

Mackenzie Quaid, Acting City Clerk

Recommendation from Council Member Martorana

2-28-18

Recommendation: First adopt a motion to “remove from the table” the agenda item to conduct a hearing for removal of Chairman Hopper from the Planning Commission With Cause. Second, conduct the hearing and consider a motion to remove Mr. Hopper with cause.

Background: In my judgment, Mr. Hopper’s conduct warrants removal from the Planning Commission.

In November 2017, the Council declined to remove Mr. Hopper “without cause” as the Municipal Code allows, because of concerns that he should not be removed without stating a cause. Mr. Hopper subsequently requested an opportunity to have a “name clearing” hearing before the City Council.

In December, the Council set a date of hearing in January 2018 on removal with cause.

Mr. Hopper requested a delay of the January hearing, and the Council rescheduled the hearing for February. At the time, Mr. Hopper was advised that the Council would act even if he did not attend the meeting.

Mr. Hopper did not attend the February hearing, but did communicate with Council Members by email that he was apologizing for conduct that others may have deemed inappropriate.

The Council then adopted a motion to table the hearing. In response to my questions, the City Attorney advised the Council that any single councilmember could place the item back on the agenda.

I am asking the Council to take the matter back from the table (requiring a majority vote) and then conduct the hearing that Mr. Hopper be removed from the Planning Commission.

I am prepared to present to the Council my position on why it is important to bring this matter to a definitive conclusion, and why I believe Chairman Hopper’s conduct should be publicly discussed and found to be inappropriate for a sitting Planning Commissioner.

Thank you,
Chris Martorana



City of San Juan Bautista

The "City of History"

January 5, 2018

P.O. Box 1420
311 Second Street
San Juan Bautista
California 95045
(831) 623-4661
Fax (831)623-4093

City Council
Mayor
Jim West

Vice Mayor
John Freeman

Councilmember
Tony Boch

Councilmember
Chris Martorana

Councilmember
Dan DeVries

Acting City Manager
Ed Tewes

City Clerk
Mackenzie Quaid

City Treasurer
Chuck Geiger

Fire Chief
John Fox

John Hopper
141 Lang Street
San Juan Bautista, CA 95045

Dear John,

The City Council has set a hearing on January 16, 2018, at six o'clock or thereafter, to consider your removal from the Planning Commission. Planning Commissioners serve at the pleasure of the City Council and pursuant to Section 2-3-115 of the City Code "[a]ny regular member of the Commission may be removed with good cause or without cause by a vote of at least three (3) members of the Council and such action shall be final and not subject to review."

The City Council is considering your removal from the Planning Commission for the following reasons:

- Acting in excess of your authority as a Planning Commissioner.
- Failing to comport yourself in public in a manner which is deemed appropriate by the current City Council. This includes, but is not limited to, your appearance at an October 24, 2017 City Council meeting, where you appeared to be intoxicated.

As you know, at previous meetings of the City Council various members of the Council and the public have spoken about some of their specific concerns regarding your service as a Planning Commissioner. Further, the City has received written communications from citizens questioning your ability to continue to serve the community as a Planning Commissioner. The written commentary can be made available to you upon request. However, I note that it is within the discretion of the City Council to remove you from your position as Planning Commissioner if you are not serving at their pleasure and in a manner deemed appropriate.

At the hearing, you will be given the due process rights to contest your removal and correct what you may consider to be an injury to your reputation.

Sincerely,

Jim West
Mayor

citymanager@san-juan-bautista.ca.us

From: John D. Hopper <john@johndhopper.com>
Sent: Friday, January 12, 2018 2:36 PM
To: Deborah Mall
Cc: citymanager@san-juan-bautista.ca.us
Subject: Hearing
Attachments: PastedGraphic-1.pdf, Untitled attachment 00013.html; Hopper vs City of San Juan Bautista - Defamation Suit.pdf, Untitled attachment 00016.html

Deborah

I think you may have been playing phone tag with my attorney. He just informed me that he is not going to be able to take on this issue, because of the short notice and other scheduling conflicts.

There was a draft letter prepared for review to send (see copy). I have reached out to other local attorneys and hope to have someone engaged soon.

In the interim, you can just direct responses outlined in the draft letter to me and I will pass along to new council as soon as I find someone.

Lastly, I want to say that I think this entire action is unnecessary. I have apologized before the public at the Council Meeting when this matter was first discussed. I think that this has turned into a personal matter by some of the Council. This process seems like a costly and unnecessary usage of time and resources.

Have a great weekend!

John

Mr. Hopper received notice by US Mail late last week and contacted my office. I have had very little time to research this issue. Mr. Hopper will be travelling on business and unable to attend the hearing on the proposed date.

I am expecting a fair amount of potential discovery, interviews / depositions may be involved. Mr. Hopper contends that he may wish to pursue other legal action, so it is important that he has the opportunity to not only properly defend himself, but also create a record for such future use.

We would like to request the following:

- 1) A continuance of the Hearing.
- 2) A Specific list of the information or allegations to be presented. The letter sent to Mr. Hopper lists one incident, but also contains a vague allegation of overstepping his authority. We are not clear on the facts regarding that allegation.
- 3) Any and all supporting evidence including e-mails, etc. that will be presented and / or have been utilized to form a foundation for the allegations.
- 4) We want to be clear that the City will detail the allegations or information to be discussed well in advance of the hearing and in writing. This should help to keep the hearing focused on the true issues and again help in establishing a record.
- 5) We would like a discussion as how to address the private medical issues that may be at play here, without subjecting Mr. Hopper to having to fully disclosing sensitive and private information. We believe this to be critical to Mr. Hopper's business reputation, as he has not felt a need to fully disclose his health issues with his clients.
- 6) The letter from the City indicates members of the public had written complaints and that others may have spoken at meetings. Please provide those details and copies of letters. I also believe that there have been favorable comments and letters. Please include those as well.
- 7) We would request that a Court Reporter be present, again to help preserve the record. I understand that the local cable TV station provides coverage, but we are concerned about the quality of the recording and its ability to be submitted in any future proceedings.
- 8) Lastly, I'd ask that you confirm that any of Mr. Hopper's legal fees and related expenses are to be paid by the City as he is a Local Government Official.

Sincerely,

Transcripts of Texts from Chairman Hopper:

Texts received from John Hopper Tuesday, October 31-

-10:12pm, Text #1-

"Talked to Dan. Think there is an Opportunity to discuss issue in closed Chambers. Also any issues regarding me. (Understand at least there members of Council in violation of Brown act have discussed my ADA issue). I'd really like to meet face to face Chris in closed session. I want to put you on notice that three Council members including you, Tony, jim and John have specifically discussed me as an issue: My read on this is that when I met with Jim West last week he said ' John you are anti development. You act like it's ur Planning Commission. We need to bring you down a notch. It's not your Planning Commission " FYI he was intoxicated ."

-Text #2-

"So maybe he was speaking off the cuff,
He was making clear to me that I was anti development. He had made "every dollar he had made on development ""

-Text #3-

"I do not want to engage the City in a lawsuit because of damages .

I was told today that somehow you have proof I was drinking prior to a City Council Meeting. Well if that's the day I called you after being summoned to a meeting by a local Business owner regarding my input as a Planning Commissioner that's true. The owner called me and discussed what he felt was a violation of the law. I left my home and met him. The news was troubling, which caused me to call you."

-Text #4-

"And yes. I think he bought me a beer."

-Text #5-

"If you review cmap it's obvious I was not intoxicated yet suffering from spams in my right neck."

Text received from John Hopper Tuesday, November 21st-

-10:35pm-

"Hey Chris Very sorry but because of ur Statements tonight, despite your knowledge of my ADA and struggle with Cancer my Attorney feels I

need to Sue you personally. If this was not a Broader issue with the upcoming Grand Jury hearings I would not pursue this.

For some reason you decided to discuss my ADA issues Publicly. Without my input or ability to defend myself.

I'm amazed the City Attorney did not caution you.

My business depends upon my ability to serve my clients without a stain upon my Character.

You in ur Statements Publicly defamed me.

I'm sorry Chris. You got led down the wrong path.
John"

His cell number is now blocked on my cell phone

Deborah Mall

From: Christopher Martorana <chris@macaronimarketing.com>
Sent: Wednesday, January 3, 2018 11:04 AM
To: Deborah Mall; Trish Paetz
Subject: Fwd: Requesting a vote of confidence

Per your request.

Begin forwarded message:

From: Heidi Balz [REDACTED]
Subject: Requesting a vote of confidence
Date: October 25, 2017 at 11:24:22 AM PDT
To: "councilmembermartorana@san-juan-bautista.ca.us"
<councilmembermartorana@san-juan-bautista.ca.us>, "john.freeman258@gmail.com"
<john.freeman258@gmail.com>, "councilmemberboch@san-juan-bautista.ca.us"
<councilmemberboch@san-juan-bautista.ca.us>, "CouncilmemberWest@san-juan-bautista.ca.us"
<CouncilmemberWest@san-juan-bautista.ca.us>
Cc: "citymanager@san-juan-bautista.ca.us" <citymanager@san-juan-bautista.ca.us>, Anthony Botelho <bpfruit@garlic.com>
Reply-To: Heidi Balz [REDACTED]

Mayor and City Councilmembers,

I believe the vote for the early adjournment of the City Council meeting halfway through the agenda; due to Dan DeVries and John Hopper intoxication, was the correct motion. It stopped any further humiliation and embarrassment for our community.

I hereby regret having to advise that I wish to raise a grievance against Dan DeVries and John Hopper and request of a vote of no confidence on them. This action is to be considered with regard to the following circumstances: On October 24, 2017 at the Council Meeting held at San Juan Bautista City Hall, Council Member Dan DeVries shows up late, with no excuse, no agenda, intoxicated, and confrontational and combative forward the interim City Manager Mr. Tewes. John Hopper was intoxicated and disruptive.

I'm seriously hoping that this situation can be addressed and corrected. Unfortunately, if there is no course of action from the Mayor and City Council, I feel that the community needs to file a citizens complaint to the grand jury against the city council.

I would be grateful if you could look into the above matter and reply at your earliest convenience.

Heidi Balz

Deborah Mall

From: John Freeman [mailto:john.freeman258@gmail.com]
Sent: Wednesday, January 3, 2018 12:08 PM
To: Deborah Mall
Subject: FW: John Hopper Comment 12/19 meeting

Hello Deborah,
Below is another one.

John C Freeman

City Council Person of San Juan Bautista
john.freeman258@gmail.com
831-236-7385

From: Trish Paetz [mailto:deputycityclerk@san-juan-bautista.ca.us]
Sent: Tuesday, December 19, 2017 2:48 PM
To: Chris Martorana <chris@macaronimarketing.com>; 'Dan DeVries' <djdv@Devrieslawgroup.net>; tonyamyboch@gmail.com; 'Jim West' <jwest@Graniterock.com>; 'John Freeman' <john.freeman258@gmail.com>
Subject: FW: John Hopper Comment 12/19 meeting

I will have copies at the dais for you.

From: Cara Vonk [mailto:caravonk@san-juan-bautista.ca.us]
Sent: Tuesday, December 19, 2017 11:34 AM
To: Trish Paetz <deputycityclerk@san-juan-bautista.ca.us>; Manager San Juan <citymanager@san-juan-bautista.ca.us>
Subject: John Hopper Comment 12/19 meeting

Trish: Please forward to City Council members and Planning Commission members before tonight's meeting please. I would like these comments to be made part of the record. Thank you.

Dear City Council Members:

I am a disinterested member of the public who attends many planning commission meetings. John Hopper has been an excellent Planning Commission Chair. He knows how to effectively and efficiently command the meetings, follow protocol, and give members of the public full opportunity to express their views. I was especially impressed with the way he handled the Copperleaf design review process. As you know, the layout of the project was deemed accepted by law. What was left was the design of the individual houses and landscape. The public was allowed to give its views. After the public hearing was closed, he was able to review the various points raised by the public for discussion among commission members before a vote was taken. Under his leadership the meetings are run professionally and issues are thoroughly vetted. I believe it would be a mistake to relieve John Hopper of his duties.

Last Friday I reviewed the meeting binder and could find no discussion of the reasons Mr. Hopper should be dismissed "with cause." I understand that he may have attended a Council meeting while inebriated. However, he would have attended as a member of the public and not in his official capacity as Planning Commission Chair. I do not know John Hopper personally and I have not discussed my opinion of his performance with him personally. My comments are based solely on what I have observed at the Planning Commission meetings.

Thank you --Cara Vonk

Deborah Mall

From: Christopher Martorana <chris@macaronmarketing.com>
Sent: Wednesday, January 3, 2018 11:26 AM
To: Deborah Mall; Trish Paetz
Subject: Fwd: Mayors Attempt to Remove Me From Planning Commission

Per your request.

Begin forwarded message:

From: "John D. Hopper" <[REDACTED]>
Subject: Mayors Attempt to Remove Me From Planning Commission
Date: December 12, 2017 at 9:42:19 PM PST
To: chris@macaronimarketing.com, [REDACTED] <citymanager@san-juan-bautista.ca.us>, deb@wellingtonlaw.com

Greetings

I'm informed that the Mayor, despite my ADA issues, and without sufficient Cause will attempt to remove me for cause from the Planning Commission despite my actual performance at a future meeting.

I think this is most likely driven by the Mayor being contacted by my lawyers as part of discovery efforts for personal emails, cell calls and official city correspondence as part of my lawsuit against him personally.

It's also obvious that the recent Pro-Growth advocates have gained the Mayor's Support.

I caution once again, as my Attorney convened to the Mayor in his letter to the him, in our Personal Lawsuit that any further personal attacks upon my personal character as such would greatly aggravate and add to my damages. This is a Character and Libel Suit. The City is not Currently named.

However now drawing the City into my claim complicates the issue.

My Liberty Interest Hearing alone will obviously cost the City Thousands of Dollars and recovery of my Attorneys fees. And I would demand no less than a full Liberty Interest hearing.

As you know, almost a hundred people will show up in my support.

I also think that some of this is driven because I was among others that signed the very recent recall potion that is being organized to recall the Mayor and two others on the Council.

I'd be glad to meet with the Mayor and the City Attorney (Despite my Attorney's Advice) to avoid litigation against the Mayor and the City. My guess is this ADA issue alone will drive unfavorable press.

If it's simply the Mayors desire to meet with me and somehow sanction me I'm glad to have that meeting .

Obviously this is a personal issue as the Mayor allowed without, other intervention, for me to preside over the last Planning Commission Meeting. This is now a several month old obsession of the Mayor that he and our the Council can not base upon performance.

I've served this City for Many Years. Others recently elected are new comers.

If the City and Mayor have any desire to meet and confer on this issue in private please let me know.

John

Sent from my iPhone

Deborah Mall

From: Christopher Martorana <chris@macaronimarketing.com>
Sent: Wednesday, January 3, 2018 11:12 AM
To: Deborah Mall; Trish Paetz
Subject: Fwd: Thank you

Per your request.

Begin forwarded message:

From: Brian Dutton [REDACTED]
Subject: Thank you
Date: November 14, 2017 at 11:34:06 AM PST
To: "councilmembermartorana@san-juan-bautista.ca.us"
<councilmembermartorana@san-juan-bautista.ca.us>

Mayor Martorana...

First off, thank you for your service. Having sat on unpaid board seats, I appreciate your time and commitment to our city.

Second, I think you, and Councilmen West and Boch, are not getting a fair hearing in reference to Councilman DeVries and John Hopper. Unfortunately, I am not impressed with the behavior of other council members, and Benitolink, in reference to officials showing up to council meetings late and drunk. They, and other vocal members of the community, continue to speak around the issue, using it as political cover for their agendas...which is offensive. I find it reprehensible that no one in town is calling this for what it is, and I would ask them how long any of us would last in our paid professional roles if we showed up to work late and intoxicated.

I just read the City is considering passing a marijuana ordinance, which may allow the sales/public use of marijuana in town. I am not in support of this issue, and would like to discuss with you further (at which point I will have read the ordinance).

Some people in the community are looking at this as a tourist draw, or a way to bring other sources of revenue. I have a different view.

We have a unique opportunity to become a small town tourist draw, and I can tell you from discussions with friends and acquaintances that there will be a loss of family revenue to areas that are highly saturated with marijuana. Some have argued there is a potential draw with marijuana tourism. I argue that no one will travel to SBC for marijuana when they can go to Las Vegas or other large cities that have casinos, bars, and other associated venues.

However, as an inverse, families will seek out areas that will not expose them or their children to marijuana, its odor and smoke. Regardless of the arguments, there is a big difference in the public consumption of marijuana versus alcohol in regard to marijuana smoke's imposition on non-smokers.

I would like a few minutes of your time (at your convenience) to discuss the matter further.

I can be reached at [REDACTED] (phone or text).

Thanks...Brian Dutton

From: Jim West <jwest@Graniterock.com>
Sent: Wednesday, January 3, 2018 12:03 PM
To: Attys@WellingtonLaw.com; tonyamyboch@gmail.com; 'Christopher Martorana'; 'Dan DeVries'; 'John Freeman '
Cc: citymanager@san-juan-bautista.ca.us; 'Trish Paetz'
Subject: RE: Administrative Record for Hopper Hearing

One evening leading up to our "without cause" meeting on Mr. Hopper I received an onslaught of bizarre text's from Mr. Hopper—they went on for quite a while. I read the first two or three and then silenced my phone and deleted them all the next morning. I wish I'd saved them as Mr. Hopper was clearly under the influence of something.

From: Attys@WellingtonLaw.com [mailto:attys@wellingtonlaw.com]
Sent: Wednesday, January 03, 2018 10:56 AM
To: tonyamyboch@gmail.com; 'Christopher Martorana'; 'Dan DeVries'; 'John Freeman '; Jim West
Cc: citymanager@san-juan-bautista.ca.us; 'Trish Paetz'
Subject: Administrative Record for Hopper Hearing

Mayor and Council Members,

Staff would like to create a record of all of the communications you have received in the last several months concerning John Hopper and his ability to serve as a Planning Commissioner. If you have received any e-mail, please forward that e-mail to the Deputy City Clerk and to me. If you have received hard copies of any communication, please make sure that staff has a copy prior to the City Council meeting on January 16th. Let me know if there are any questions. Deb

Deborah Mall
Attorney-at-Law
WELLINGTON LAW OFFICES
857 Cass Street, Suite D
Monterey, CA 93940
(831)373-8733

Deborah Mall

From: Christopher Martorana <chris@macaronimarketing.com>
Sent: Wednesday, January 3, 2018 11:11 AM
To: Deborah Mall; Trish Paetz
Subject: Fwd: John Hopper

Per your request.

Begin forwarded message:

From: Heidi Balz [REDACTED]
Subject: John Hopper
Date: November 10, 2017 at 11:23:42 AM PST
To: "councilmembermartorana@san-juan-bautista.ca.us"
<councilmembermartorana@san-juan-bautista.ca.us>, Christopher Martorana
<chris@macaronimarketing.com>
Reply-To: Heidi Balz [REDACTED]

Dear Mayor Martorana,

Since Dan DeVries publically apologized, I feel ambivalent toward John Hopper situation.

If my previous letter is the **only** reason for you to agenda the consideration of removal of John Hopper from the Planning Commission for just cause, then I request that you reconsider and not pursue the removal of John Hopper from the Planning Commission. Since there wasn't any intoxication test taken from either Dan DeVries or John Hopper there isn't any legal proof they were intoxicated. I don't want the city to get into some lawsuit for slander or over the brown act. I don't want to be the cause of serious conflict amongst the city councilmembers. I also now realize that my opinion is probably the minority of the community.

I do believe both Dan and John want to serve with good intentions and for the betterment of the San Juan Bautista.

I just hope in the future they both take their positions more seriously and professionally.

I'm not going to push for John's removal of the Planning Commission. I think the city has more pressing issues then removing John from the his position at this time.

Sincerely,

From: John D. Hopper <john@johndhopper.com>
Sent: Friday, January 12, 2018 2:36 PM
To: Deborah Mall
Cc: citymanager@san-juan-bautista.ca.us
Subject: Hearing
Attachments: PastedGraphic-1.pdf; Untitled attachment 00013.html; Hopper vs City of San Juan Bautista - Defamation Suit.pdf; Untitled attachment 00016.html

Deborah

I think you may have been playing phone tag with my attorney. He just informed me that he is not going to be able to take on this issue, because of the short notice and other scheduling conflicts.

There was a draft letter prepared for review to send (see copy). I have reached out to other local attorneys and hope to have someone engaged soon.

In the interim, you can just direct responses outlined in the draft letter to me and I will pass along to new council as soon as I find someone.

Lastly, I want to say that I think this entire action is unnecessary. I have apologized before the public at the Council Meeting when this matter was first discussed. I think that this has turned into a personal matter by some of the Council. This process seems like a costly and unnecessary usage of time and resources.

Have a great weekend!

John

Oct. 29, 2017

City San Juan Bautista Mayor Chris Martorana

San Juan Bautista City Council Members..Tony Boch , John Freeman and Jim West

I ask you to do your duty and take action in giving a vote of no confidence to Dan DeVries.

DeVries's bad conduct and disrespect of the office of San Juan Bautista city councilmember that he was elected to is a disservice to the residents of San Juan Bautista. Do your duty and hold him accountable to the position he holds. He should not be allowed to serve or represent any city committees or do any decision making other than at a full and public council meeting where the public can hold him accountable.

In addition which anyone of you council members appointed John Hopper to the San Juan Bautista city planning commission should and must remove him. Hopper is over stepping his parameters and does not follow protocol. As a planning commissioner and chairman of the planning commission he requested and expects the interim city manager to inform him of city developments that should go through proper procedures and first to city council. Hopper is not the city's engineer, or the specific appointed representative of the city's projects, or the city's liaison to the Creek Bridge residents! Remove him quickly before the city ends up in a real mess or worse. Do your duty and raise expectations of the city officials. The residents of San Juan Bautista deserve to be represented by honorable people that respect their position. San Juan Bautista is already facing many obstacles and challenges it does not need incompetent and disruptive people in decision making roles. Remove John Hopper from the city's planning commission and initiate a no confidence vote for Dan DeVries. Do your duty and organize proper control of the San Juan Bautista city governance.

Rachel Ponce



San Juan Bautista, Ca 95945

February 17, 2018

VIA Email

Honorable Mayor, Members of the City Council
CITY OF SAN JUAN BAUTISTA
311 2nd Street
Post Office Box 1420
San Juan Bautista, California 95045

Re: Name Clearing Hearing and Letter of Apology

Dear Mayor and Members of the Council:

As you may have already been informed, I am not able to be present on February 20th for this meeting. Unfortunately, I was scheduled to be out of the country and the cost of rebooking hotels and airfare is not a viable option.

Although I have spoken to some of you individually, I wanted to take this opportunity to again offer my sincere apology for any conduct that may have been felt by some of the members of the Council and perhaps some members of the community to be inappropriate. After much opportunity for a truly meaningful reflection on the issue, please know that I understand those concerns.

If it is the desire of the Council to continue with this process, I believe I should still have the opportunity be present and to respond to any specific accusations to clear my name. I am, however, hopeful that you will accept my apology with the sincerity with which it is meant, and that we may move past this and all continue to focus on serving the public.

Some of you that are newer to town and public service within our community may not be aware of my record of service to the City. Attached is a brief list for your review, which I believe demonstrates my long-term and ongoing commitment to the members of our town during my nearly 30-year residency.

Sincerely yours,

John D. Hopper

John D. Hopper

Contributions to the City of San Juan Bautista

- Volunteer for City or Chamber of Commerce Sponsored Street Fairs and Events
- Board Member and President of the former Chamber of Commerce for 20 years
- Member of the City Planning Commission for 7 years
- Member of the City Council for 9 years (Once appointed and twice elected)
- Longtime Member of the Historical Society
- One of the Original Neighborhood Watch Group organizers
- Participated on many local committees