



# City of San Juan Bautista

*The "City of History"*

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)

## AGENDA

### REGULAR CITY COUNCIL MEETING

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

TUESDAY – DECEMBER 15, 2020

### ~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON\*

Join Zoom Meeting at <https://zoom.us/j/86785272483>

Meeting ID# 86785272483

NO PASSWORD

Dial by your location +1 669 900 6833 US (San Jose)

ZOOM TUTORIAL - <https://www.youtube.com/watch?v=fMUxzrgZvZQ>

### MEETING LIVE STREAMED AT CMAPTV.COM, CHANNEL 17

*\*All residents to follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures. We can all do our part to flatten the curve and prevent further spread of COVID-19.*

Written comments may be mailed to City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than 5:00 p.m., December 15, 2020, and will be read into the record during public comment on the item.

1. Call to Order 6:00 PM
  - Pledge of Allegiance
  - Roll Call
2. Ceremonial Items and Swearing In of Council Members and City Clerk
  - A. Approve Resolution 2020-XX Declaring Election Results
  - B. Presentation of Plaques Honoring Outgoing City Council Member Dan DeVries, Outgoing Planning Commissioners Scott Freels and Shirley Brewer, and Outgoing City Clerk Laura Cent
  - C. Installation of Newly Elected City Council Members John Freeman and Scott Freels and New City Clerk Shawna Freels
  - D. Selection of Mayor
  - E. Selection of Vice Mayor

### **3. Public Comment**

### **4. Consent Items**

All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the City Council, a staff member, or a citizen.

**A. Approve Affidavit of Posting Agenda**

**B. Approve Affidavit of Posting Public Hearing Notice**

**C. Approve Minutes for the November 17, 2020 Council Meeting**

**D. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title**

### **5. Presentations, Informational Items and Reports**

**A. Monthly Financial Statements**

**B. City Manager's Report**

**C. Reports from City Council Appointees to Regional Organizations and Committees**

### **6. Public Hearings**

**A. Consider Approval of a General Plan Amendment to change the land use designation from "Industrial" to "Public Facilities" and Zoning Map Amendment to change the land use zoning from "Industrial" to "Public Facilities" of the City Well 6 and underlying 0.73-acre parcel, located at the corner of 485 San Juan-Hollister Road (Assessor's Parcel Number: 002-550-009)**

**B. Introduce an Ordinance Approving a Zoning Map Amendment to Change the Zoning District From "Industrial" to "Public Facilities" for a  $\pm$  0.73-Acre Parcel Located at 485 San Juan Hollister Road (APN: 002-550-009)**

### **7. Action Items**

**A. Select Ad Hoc Committee to Recruit for Planning Commissioners**

### **8. Discussion Items**

**A. City Treasurer Appointment Process Update**

**B. Urban Growth Boundary/Sphere of Influence Ad-Hoc Committee Status Report**

**C. COVID-19 Update**

**D. Water Update**

### **9. Comments**

**A. City Council**

**B. City Manager**

**C. City Attorney**

### **10. Adjournment**

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

**RESOLUTION NO. 2020-XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN  
BAUTISTA DECLARING THE RESULTS OF THE GENERAL MUNICIPAL  
ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020**

**WHEREAS**, by Resolution No. 2020-22, adopted at a regular meeting of the San Juan Bautista City Council on May 19, 2020, this Council called and set the 2020 General Municipal Election to be consolidated with the Statewide General Election to be held the same day, on November 3, 2020; and

**WHEREAS**, by Resolution No. 2020-22 this Council placed on the municipal election ballot the election of two (2) members of the City Council to succeed those members whose term end; and

**WHEREAS**, by Resolution No. 2020-22 this Council placed on the municipal election ballot the election of City Clerk to succeed the clerk whose term ends; and

**WHEREAS**, by Resolution No. 2020-22 this Council placed on the municipal election ballot the election of City Treasurer to succeed the treasurer whose term ends; and

**WHEREAS**, City has received and this Council has reviewed the official election results compiled by the County of San Benito, copy attached hereto; and

**WHEREAS**, this is the time and place for the Council to meet and proceed to declare the results of the 2020 General Municipal Election;

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

**SECTION 1.** The candidates for the two (2) available Council seats and the number of votes cast for those candidates are as follows:

	Vote Count	Percentage
Scott Freels	531	32.05
John Freeman	465	28.06
Jackie Morris-Lopez	450	27.16
Nicole M. Franco	211	12.73

**SECTION 2.** On the basis of the official vote count set out in Section 1, this Council declares SCOTT FREELS and JOHN FREEMAN elected to full four (4) year terms on the San Juan Bautista City Council.

**SECTION 3.** The write-in candidate for City Clerk and the number of votes cast for that candidate are as follows:

	Vote Count	Percentage
Shawna Freels	36	100.00

**SECTION 4.** On the basis of the official vote count set out in Section 3, this Council declares SHAWNA FREELS elected to the office of City Clerk of the City of San Juan Bautista to a full four (4) year term.

**SECTION 5.** There were no candidates running for the office of City Treasurer of the City of San Juan Bautista.

**THE FOREGOING RESOLUTION WAS ADOPTED** at a regular meeting of the San Juan Bautista City Council held on the 15th day of December, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mary V. Edge, Mayor

**ATTEST:**

\_\_\_\_\_  
Trish Paetz, Deputy City Clerk

**AFFIDAVIT OF POSTING**

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 11<sup>th</sup> DAY OF DECEMBER 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 11<sup>th</sup> DAY OF DECEMBER 2020.



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TRISH PAETZ, DEPUTY CITY CLERK

**AFFIDAVIT OF POSTING PUBLIC HEARING NOTICE**

I, TRISH PAETZ, DO NOW DECLARE UNDER THE PENALTIES OF PERJURY, THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL PUBLIC HEARING NOTICES. I FURTHER DECLARE THAT I POSTED SAID NOTICES ON THE 4<sup>th</sup> DAY OF DECEMBER 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
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SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 11<sup>th</sup> DAY OF DECEMBER 2020.



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TRISH PAETZ, DEPUTY CITY CLERK

**NOTICE OF PUBLIC HEARING  
CITY OF SAN JUAN BAUTISTA**

Pursuant to Government Code Section 65090, the **City Council** of the City of San Juan Bautista gives notice of a public hearing on **December 15, 2020** at 6:00 p.m. in the Council Chambers at San Juan Bautista City Hall, 311 Second Street. During the public hearing, the following items will be discussed:

General Plan Amendment to change the land use designation from "Industrial" to "Public Facilities" and Zoning Map Amendment to change the land use zoning from "Industrial" to "Public Facilities" of the City Well 6 and underlying 0.73-acre parcel, located at the corner of 485 San Juan-Hollister Road (Assessor's Parcel Number: 002-550-009).

Staff reports and the full text of all items to be discussed will be available for public review at City Hall on **December 8, 2020**. All members of the public are encouraged to attend the meeting and may address the Planning Commission on the issue during the public hearing. Written comments may be hand delivered or mailed to City Hall (311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045), or e-mailed to [cityplanning@san-juan-bautista.ca.us](mailto:cityplanning@san-juan-bautista.ca.us), not later than **5:00 p.m., December 14, 2020**.

If a challenge is made on the action of the proposed project, pursuant to Government Code Section 65009 court testimony may be limited to only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City at or prior to the public hearing.

**Posted: December 4, 2020**

**CITY OF SAN JUAN BAUTISTA  
CITY COUNCIL REGULAR MEETING  
COUNCIL CHAMBER, SAN JUAN BAUTISTA CITY HALL  
AND INTERNET VIDEO/AUDIO CONFERENCE SERVICE  
NOVEMBER 17, 2020  
DRAFT MINUTES**

**1. CALL TO ORDER** – Mayor Edge called the meeting to order at 6:00 P.M.

**PLEDGE OF ALLEGIANCE** – Vice Mayor Jordan led the Pledge of Allegiance.

**ROLL CALL Present:** Mayor Edge and Vice Mayor Jordan.  
Council Members DeVries, Flores and Freeman present  
via internet video/audio conference service.

**Staff Present:** City Manager Reynolds, City Clerk Cent and Deputy City Clerk Paetz.  
City Attorney Mall, Senior Planner Mack, City Accountant Cumming, Public Information Officer Eagen, Community Liaison Turner, Project Manager Bjarke and Public Works Supervisor Bryan were present via internet video/audio conference service.

**2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

Mayor Edge asked those joining via internet video/audio conference service for public comment. David Medeiros commented on the traffic conditions on First Street including speeding and drivers not stopping for stop signs, and he wanted to know what the City would do about those issues.

**3. CONSENT ITEMS**

**A. Approve Affidavit of Posting Agenda**

**B. Approve Affidavit of Posting Public Hearing Notice**

**C. Approve Minutes of Regular Meeting of October 20, 2020**

**D. Approve Minutes of Special Meeting of October 6, 2020**

**E. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title**

**F. Approve Resolution 2020-59 Adopting the Water and Wastewater Master Plans**

Vice Mayor Jordan made a motion to approve all items in one motion in Item 3. Consent Items. Second by Council Member Flores. A roll call vote was taken: The motion passed 5-0.

**4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS**

**A. Proclamation for Small Business Saturday, November 28th, in San Juan Bautista**

Mayor Edge read the proclamation. Jill Paganan of the San Juan Bautista Committee commented on highlighting businesses in San Juan Bautista. The proclamation will be delivered to Ms. Paganan.

**B. Monthly Financial Statements**

City Manager Reynolds reviewed the statements including that Gas Tax revenue was better than estimated and capital expenditures were high due to the Third Street project.



Mr. Reynolds offered to answer questions. There was no public comment.

### **C. City Manager's Report**

City Manager Reynolds reviewed his report and offered to answer questions. Council members asked about the roundabout project at Rancho Vista and First Street, which Mr. Reynolds responded to. There was no public comment.

### **D. Reports from City Council Appointees to Regional Organizations and Committees**

Vice Mayor Jordan reported the Water Resources Association has not met. Council Member Flores reported on the League of California Cities webinars, a virtual water conference for Latino leaders and a coffee chat with State Senator Caballero. Council Member Freeman reported on a virtual meeting with Representative Panetta and others, CCCE met and added a new city. There was no public comment.

## **5. PUBLIC HEARING**

### **A. Consider Approval of Solid Waste Collection Rates Effective January 1, 2021 to June 30, 2021**

City Manager Reynolds gave a history of the delayed process and introduced Kathleen Gallagher of San Benito County Integrated Waste Management. Ms. Gallagher presented her report including the history of the delay, the balancing account and the 4.5 percent increase which would be about \$1.45 per month for most residents for a 32-gallon container. Ms. Gallagher also introduced Recology General Manager Phil Couchee. Council Member Freeman commented and Mr. Couchee responded. Ms. Gallagher reported that out of the 571 Public Hearing Notices sent by Recology, 16 protests were received. There was no public comment. Vice Mayor Jordan made a motion to approve Resolution 2020-60 Approving the Maximum Allowable Solid Waste Collection Rates Effective January 2, 2021 to June 30, 2021. Second by Council Member Freeman. A roll call vote was taken: The motion passed 5-0.

### **B. Consider Approval of a General Plan Amendment to change the land use designation from "Public Facilities" to "Industrial" and Zoning Map Amendment to change the land use zoning from "Public Facilities" to "Industrial" of former City well site, located at the corner of Mission Vineyard Road and Old San Juan Hollister Road (Assessor's Parcel Number: 002-550-007)**

City Manager Reynolds introduced Senior Planner Mack who gave his report with a shared screen presentation. Mr. Mack reported the land swap was exempt from CEQA. Mr. Reynolds reported he could not waive the fees for the rezoning; the Council could waive the fees in the resolution. Council members made comments and asked questions, which Mr. Reynolds and Mr. Mack responded to. Public comment was received from Jackie Morris-Lopez who asked what the cost is to the City. City Manager Reynolds responded \$750,000 for the project and \$3,500 for the permit. Council Member Freeman made a motion to approve Resolution 2020-61 Approving a General Plan Land Use Map Amendment to Reclassify the Property Land Use Designation from "Public Facility" to "Industrial" for the Property Located at the Corner of Mission Vineyard Road and Old San Juan Hollister Road (Assessor's Parcel Number 002-550-007). Second by Council Member Flores. A roll call vote was taken: The motion passed 4-1 with Council Member DeVries voting no. Vice Mayor Jordan made a motion to approve Resolution 2020-62 Adopting an Ordinance Amending the City of San Juan Bautista Zoning Map Rezoning the Property Located at the Corner of Mission Vineyard Road and Old San Juan Hollister Road (APN: 002-550-007) from "Public Facilities" to "Industrial." Second by Council Member Flores. A roll call vote

was taken: The motion passed 4-1 with Council Member DeVries voting no.

## **6. ACTION ITEMS**

### **A. Fiscal Year 2020-2021 Budget**

#### **i. Budget Presentation and Discussion**

#### **ii. Consider Approval of three Job Descriptions for Community Services**

**Coordinator, Public Safety Manager, Economic Development Coordinator**

#### **iii. Consider Resolution 2020-63 to Adopt the Fiscal Year 2020-2021 Municipal Budget, Salary Schedule and new Job Descriptions**

City Manager Reynolds reviewed his report with an onscreen presentation, which included a history from FY 2019-2020 and the procedure to hire the three new proposed positions. Council members and Mr. Reynolds discussed the FY 20-21 budget and the three new Job Descriptions including expenditures on building improvements, law and code enforcement, the current staff positions versus the new proposed positions along with a deputy city manager position and assistant planner position, workload, delaying changes, and expenditures during the pandemic. Fran Fritz Harris of Brewery Twenty-Five commented San Juan Bautista businesses are doing a lot and there is a hospitality group weekly meeting on guidance. Mrs. B commented Community Liaison Turner has made a huge difference, along with weekly meetings with the Mayor and City Manager, and she feels reassured. Jackie Morris-Lopez commented adding the three full-time positions should be on hold so the public can be engaged and a closer look at City Hall taken. Halina, a business owner in San Juan Bautista, agrees with Ms. Morris-Lopez and for the first time felt support from City staff and elected officials. Discussion continued with Council members including Mayor Edge requesting a Special Meeting regarding City staff positions on December 3, 2020, with a closed session at 5:00 p.m. and an open session at 6:00 p.m. Vice Mayor Jordan made a motion to approve Resolution 2020-63 adopting the San Juan Bautista Municipal Budget for FY 2020-2021 but not to include the three new job descriptions and hold those over to a Special Meeting. Ms. Jordan then rescinded her motion. Vice Mayor Jordan next made a motion to approve Resolution 2020-63 adopting the San Juan Bautista Municipal Budget for FY 2020-2021 with only No. 1 included in the Resolution. Second by Council Member DeVries. A roll call vote was taken: The motion passed 5-0.

### **B. Approve Resolution 2020-64 Approving Applying for and Entering Into Agreements for a Regional Early Action Planning Grant (REAP)**

City Manager Reynolds reviewed the report including it is the smallest of three grants and is due to the State by the end of November. There was no public comment. Vice Mayor Jordan made a motion to approve Resolution 2020-64 to approve Applying for and Entering into Agreements for the Regional Early Action Planning Grant. Second by Council Member Freeman. A roll call vote was taken: The motion passed 5-0.

### **C. Adopt Resolution 2020-65 Approving Applying for and Entering into Agreements for Prop 68 Per Capita Grant Funds**

City Manager Reynolds introduced the report and Public Information Officer Eagen. Mr. Reynolds reported the grant amount is \$177,952 as determined by the State and residents have made donations toward the Franklin Circle park so more money will be available for other projects. Ms. Eagen made an onscreen presentation, which covered what projects would qualify for the grant money. Council members expressed appreciation for the presentation. Scott Freels wants to see the Franklin Circle project completed and supported the funds going to that project and the Community Hall

acoustics project. Council Member DeVries and Mr. Freels supported naming the Franklin Circle park after the Farney family. Vice Mayor Jordan made a motion to approve Resolution 2020-65 Approving Application for Per Capita Grant Funds. Second by Council Member Flores. A roll call vote was taken: The motion passed 5-0.

**D. Approve Resolution 2020-66 Extending the Term of the Temporary Parklets on Third Street Ninety Days until March 30, 2021**

City Manager Reynolds presented his report including the Planning Commission's recommendation. Council members and City staff discussed the extension, leases and if a CEQA study would be needed. Public comment was received from Fran Fritzharris supporting the extension. Vice Mayor Jordan made a motion to approve Resolution 2020-66 Approving the Extension of the Term of the Temporary Parklets on Third Street 90 Days or until March 30, 2021. Second by Council Member DeVries. A roll call vote was taken: The motion passed 5-0.

**E. Consider Appointment of City Treasurer**

City Attorney Mall presented her report to appoint a City Treasurer and consider changing the elected position to an appointed position in the future. There was no public comment. Vice Mayor Jordan made a motion to accept the recommendation as presented in the City Attorney's report for the appointment of the City Treasurer. Second by Council Member Freeman. A roll call vote was taken: The motion passed 5-0.

**7. DISCUSSION ITEMS**

**A. Urban Growth Boundary/Sphere of Influence Ad-Hoc Committee Status Report**

City Manager Reynolds reviewed the report with a shared screen presentation on what the committee has done. Council Member DeVries also reported on what the sphere of influence means regarding services and annexation, and that decisions should be made by the public. Jackie Morris-Lopez supports San Juan Bautista remaining small and rural, and disagrees with the State's mandated for housing. Scott Freels agreed with Council Member DeVries and Ms. Morris-Lopez, and felt the push should be to the north rather than the south due to fire danger. Council members asked questions and made comments, which Mr. Reynolds responded to. Jackie Morris-Lopez commented the State mandate one size does not fit all and the historic status should be exempt with the State.

**B. COVID-19 Update**

City Manager Reynolds gave a report including infection rates. Jackie Morris-Lopez asked how bars were affected with the purple tier. Fran Fritzharris responded bar are only outside and must provide a meal.

**C. Water Update**

City Manager Reynolds presented his report. There was no public comment.

**8. COMMENTS**

**A. City Council**

Council Member Freeman gave comments on the City's water and wastewater history and was open to suggestions to bring better water to the City. Council Member Flores and Mayor Edge thank all for their hard work.

**B. City Manager**

City Manager Reynolds commented tonight's meeting was long so the December regular meeting would be short as it is mostly ceremonial, and the Planning Commission appointment process and appointment to committees will extend into January.

**C. City Attorney**

No comments received.

**9. ADJOURNMENT**

Vice Mayor Jordan made a motion to adjourn. Second by Council Member Flores.  
Mayor Edge adjourned the meeting at 9:28 P.M.

ATTEST:

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
, City Clerk

## **WAIVER OF READING OF ORDINANCES**

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

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

GC36934

**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**

Item #5A  
City Council Meeting  
December 15, 2020

**For the Four Month Period Ended October 31, 2020**

<b>EXPENDITURES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>33%</u>	<u>Note</u>
<b>General Fund</b>	401,790	477,458	1,676,216	(1,198,758)	28%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	137,978	510,237	2,699,628	(2,189,391)	19%	A
Community Development	206,671	240,836	595,779	(354,943)	40%	
COPS	33,333	33,333	100,000	(66,667)	33%	
Parking & Restroom Fd	3,339	686	71,200	(70,514)	1%	
Gas Tax Fund	5,436	5,282	264,447	(259,165)	2%	
Valle Vista LLD	8,392	7,300	21,717	(14,417)	34%	
Rancho Vista CFD	1,473	13,875	27,375	(13,500)	51%	
Copperleaf CFD	1,473	2,137	14,186	(12,049)	15%	
<b>Development Impact Fee Funds</b>						
Public/Civic Facility	902	902	166,840	(165,938)	1%	
Library	1,480	1,480	25,000	(23,520)	6%	
Storm Drain	1,145	1,145	95,566	(94,421)	1%	
Park In-Lieu	100	100	33,565	(33,465)	0%	
Public Safety	286	286	135,319	(135,033)	0%	
Traffic	144	144	133,314	(133,170)	0%	
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	-	-	45,000	(45,000)	0%	
Vehicle Replacement	4,016	3,144	11,890	(8,746)	26%	
<b>Enterprise Funds:</b>						
Water:						
Operations	212,672	225,942	753,359	527,417	30%	
Capital	247,618	148,599	615,565	466,966	24%	A
Sewer						
Operations	235,585	265,070	741,916	476,846	36%	
Capital	18,820	70,191	341,694	271,503	21%	A
<b>TOTAL Funds</b>	<b>1,170,377</b>	<b>1,530,689</b>	<b>8,569,576</b>	<b>7,038,887</b>	<b>18%</b>	

**Footnotes:**

A ~ Capital costs occur sporadically during the year, and do not always align with the to date percentages, or prior year amounts.

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Four Month Period Ended October 31, 2020**

Item #5A  
City Council Meeting  
December 15, 2020

<b>REVENUES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Difference</u>	<u>33%</u>	<u>Notes</u>
<b>General Fund</b>	500,022	531,494	1,810,092	(1,278,598)	29%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	-	510,237	2,574,628	(2,064,391)	20%	<b>C</b>
Community Development	133,329	37,577	467,903	(430,326)	8%	<b>B</b>
COPS	52,995	50,940	100,000	(49,060)	51%	
Parking & Restroom Fd	8,732	6,757	14,812	(8,055)	46%	
Gas Tax Fund	32,202	31,574	249,897	(218,323)	13%	<b>A</b>
Valle Vista LLD	7,239	7,239	21,717	(14,478)	33%	
Rancho Vista CFD	30,915	19,219	57,657	(38,438)	33%	
Copperleaf CFD	11,463	7,093	21,279	(14,186)	33%	
<b>Development Impact Fee Funds:</b>						
Park Development	-	20,536	-	20,536		
Public/Civic Facility	33,574	1,767	-	1,767		
Library	45,166	2,377	-	2,377		
Storm Drain	-	38,288	-	38,288		
Park In-Lieu	-	10,426	-	10,426		
Public Safety	35,933	1,839	-	1,839		
Traffic	-	45,821	-	45,821		
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	12,667	12,667	38,000	(25,333)	33%	
Vehicle Replacement	20,000	20,000	60,000	(40,000)	33%	
<b>Enterprise Funds:</b>						
Water						
Operations	369,963	412,190	1,124,400	(712,210)	37%	
Capital	-	207,493	615,565	(408,072)	34%	
Sewer						
Operations	371,342	376,957	1,161,800	(784,843)	32%	
Capital	-	12,488	341,694	(329,206)	4%	<b>C</b>
<b>TOTAL Funds</b>	<b>1,165,520</b>	<b>1,833,484</b>	<b>8,659,444</b>	<b>6,825,960</b>	<b>21%</b>	

**A** ~ Measure G Funds are a significant portion of this funds budget. Those funds have not yet been received.

**B** ~ These funds are developer derived and are recognized when received.

**C** ~ The timing of the projects and the related revenue does not always align with the year-to-date percentages.

**City of San Juan Bautista**  
**Warrant Listing**  
**As of November 30, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<b>101.000 · Union Bank</b>			
<b>101.001 · Operating Acct. 1948</b>			
11/09/2020	214151	3T Equipment Company Inc.	-111.41
11/09/2020	214152	4Leaf, Inc.	-19,634.42
11/09/2020	214153	Abbott's Pro Power	-92.85
11/09/2020	214154	ACWA Health Benefits Authority	-7,479.36
11/09/2020	214155	AFLAC	-290.69
11/09/2020	214156	att.com	-70.21
11/09/2020	214157	Brigantino Irrigation, Inc.	-40.63
11/09/2020	214158	CALNET	-303.86
11/09/2020	214159	Charter Communications	-554.74
11/09/2020	214160	Clark Pest Control	-95.00
11/09/2020	214161	Clayton Iln.	-46.68
11/09/2020	214162	Core & Main	-2,334.08
11/09/2020	214163	CSG Consultants, Inc.	-44,270.00
11/09/2020	214164	Department of Transportation	-385.22
11/09/2020	214165	Don Chapin Company.	-250,573.23
11/09/2020	214166	Employment Development Department	-3,536.00
11/09/2020	214167	FedEx	-158.82
11/09/2020	214168	Fehr Engineering Company, Inc.	-658.00
11/09/2020	214169	First American Title Company	-750.00
11/09/2020	214170	Hamner Jewell Associates	-1,243.00
11/09/2020	214171	Harris & Associates	-790.00
11/09/2020	214172	Hollister Auto Parts, Inc.	-415.95
11/09/2020	214173	Jardines, Inc.	-150.00
11/09/2020	214174	Judy's Gifts & Awards	-59.54
11/09/2020	214175	KBA Docusys	-439.14
11/09/2020	214176	Laura Cent.	-200.00
11/09/2020	214177	Martha K. Brown.	-1,500.00
11/09/2020	214178	Meritage Homes of California, Inc.	-248,147.59
11/09/2020	214179	Monterey Bay Analytical Services	-942.30
11/09/2020	214180	P G & E	-13,433.48
11/09/2020	214181	Pacific Crest Engineering Inc.	-2,416.25
11/09/2020	214182	Quadient Leasing USA, Inc.	-109.17
11/09/2020	214183	R & B Company	0.00
11/09/2020	214184	Rich Brown.	-81.94
11/09/2020	214185	San Benito County Sheriff	-39,513.60
11/09/2020	214186	Smith & Enright Landscaping	-2,360.00
11/09/2020	214187	Sprint	-169.45
11/09/2020	214188	State Compensation Insurance Fund	-6,726.88
11/09/2020	214189	True Value Hardware	-306.12
11/09/2020	214190	United Site Services of California, Inc.	-365.15
11/09/2020	214191	Univar Solutions	-478.85
11/09/2020	214192	Valero Wex Bank	-919.24
11/09/2020	214193	Wayne Ketchem.	-55.64



**City of San Juan Bautista**  
**Warrant Listing**  
**As of November 30, 2020**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Amount</b>
11/09/2020	214194	Wellington Law Offices	-2,500.00
11/09/2020	214195	Wendy L. Cumming, CPA	-3,987.50
11/09/2020	214196	Wright Bros. Welding & Sheetmetal Inc.	-28.84
11/09/2020	214197	Zeferino Gonzalez	-79.14
11/09/2020	214198	P G & E	-1,943.06
11/10/2020	214199	Maggiora Bros. Drilling Inc.	-54,536.35
11/17/2020	214200	All Clear Water Services	-4,100.00
11/17/2020	214201	at&t	-85.56
11/17/2020	214202	City of Hollister.	-56,567.24
11/17/2020	214203	CSG Consultants, Inc.	-4,335.00
11/17/2020	214204	Priscilla Ribeiro-	-249.00
11/17/2020	214205	R & B Company	-1,591.43
11/17/2020	214206	USABlueBook	-17.00
11/24/2020	214207	3T Equipment Company Inc.	-713.39
11/24/2020	214208	4Leaf, Inc.	-12,031.50
11/24/2020	214209	Akel Engineering Group, Inc.	-27,463.35
11/24/2020	214210	AVAYA	-250.66
11/24/2020	214211	CALNET	-270.08
11/24/2020	214212	Central Electric	-6,162.50
11/24/2020	214213	CMAP	-300.00
11/24/2020	214214	Code Publishing Company	-465.00
11/24/2020	214215	Data Ticket Inc.	-200.00
11/24/2020	214216	Don Chapin Company.	-135,020.00
11/24/2020	214217	Harris & Associates	-12,278.75
11/24/2020	214218	Monterey Bay Analytical Services	-1,106.10
11/24/2020	214219	Pet Waste Co	-175.70
11/24/2020	214220	R & B Company	-333.18
11/24/2020	214221	rrm design group	-746.25
11/24/2020	214222	Rx-Tek	-116.84
11/24/2020	214223	San Benito County Integrated Waste Managm	-10,043.00
11/24/2020	214224	San Benito Engineering & Surveying, Inc.	-750.00
11/24/2020	214225	San Juan Bautista Committee.	-5,000.00
11/24/2020	214226	Security Shoring & Steel Plates, Inc.	-353.00
11/24/2020	214227	Smith & Enright Landscaping	-1,860.00
11/24/2020	214228	Sprint	-168.60
11/24/2020	214229	US Bank	-1,994.49
11/24/2020	214230	US Bank Equipment Finance	-249.61
11/24/2020	214231	Valero Wex Bank	-1,053.92
Total 101.001 - Operating Acct. 1948			-1,001,334.53
Total 101.000 - Union Bank			-1,001,334.53
<b>TOTAL</b>			<b>-1,001,334.53</b>



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** General Plan Amendment to change the land use designation from "Industrial" to "Public Facilities" and Zoning Map Amendment to change the land use zoning from "Industrial" to "Public Facilities" of new City well site (Well 6), located at 485 San Juan-Hollister Road (Assessor's Parcel Number: 002-550-009).

**MEETING DATE:** December 15, 2020

**SUBMITTED BY:** David J. R. Mack, AICP, Contract Planner

**DEPARTMENT HEAD:** Don Reynolds, City Manager

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**RECOMMENDED ACTION(S):** Staff recommends the City Council take the following actions:

1. Consider the Staff Report; and
2. Approve the General Plan Amendment Resolution; and
3. Approve the Zoning Map Amendment Resolution and Ordinance.

### **BACKGROUND INFORMATION:**

On August 30, 2018, the San Juan Bautista City Council considered and approved a land swap/purchase to come into compliance with Compliance Order 02.05.16R.004. The swap/purchase included the following details:

City actions:

1. Purchase of **Well 6** for use by City;
2. Purchase of 0.73 acres of land from Coke property;
3. Granting of five (5) water and sewer connection fees for use on the "Well 3" property and adjacent parcel, consisting of 11.77 acres, under Coke's ownership/control.

Coke actions:

1. Purchase of 0.73 acres of land from City property;
2. Purchase of **Well 3** for use/abandonment by Coke.

The agreement also included a lot line adjustment on the "Well 3" property to separate a 0.05 acre piece of land to allow the City to retain the sewer lift station. The executed agreement between Coke and the City is attached to this report as **ATTACHMENT 3**.

Upon execution of the agreement, and upon finalization of all terms, the "Well 6" property was never rezoned from "Industrial" to "Public Facilities" to replace the land

use and zoning of the Well 3 property which was exchanged. The result of the lack of rezoning/land use change, as left the new City property with a zoning and designation that is not useable in the manner that is most beneficial to the City or similar to the land was that previously held by the City (Well 3). The purpose of this project is to remedy the land use/zoning situation and allow the Well 6 property to be utilized in same manner as the Well 3 property was used.

**CEQA Analysis:**

The proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, known as the "Common Sense" exemption.

Section 15061(b)(3) states a project is exempt from CEQA if:

*The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA*

Staff believes that the proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since the an equal amount of land was exchanged from/between City ownership and the Coke's, and the rezoning activity will not result in an increase of industrial zoned land (land use designation or zoning) within the city (*The Coke rezone was applied for and processed by the City in November 2020 under a separate application submitted by the Coke's Family. City Council Resolution Nos. 2020-61 and 2020-62*). Therefore the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

**RECOMMENDATION**

Staff recommends that the City Council approve the proposed land use designation and zoning change to allow the 0.73-acre Well 6 property, currently owned by the City's to be changed from "Industrial" to "Public Facilities".

**ATTACHMENTS:**

1. Draft Resolution for the proposed General Plan Amendment.
  - a. Exhibit A – Land Use Amendment Map
2. Draft Resolution for the proposed Zoning Map Amendment.
  - a. Exhibit A - Draft Ordinance - Rezone
  - b. Exhibit B – Zoning Amendment Map
3. Agreement for Purchase and Sale and Exchange of Real Property and Wells.

ATTACHMENT 1

DRAFT RESOLUTION NO 2020-XX

**A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA CITY COUNCIL  
APPROVING A GENERAL PLAN LAND USE MAP AMENDMENT  
TO RECLASSIFY THE PROPERTY LAND USE DESIGNATION FROM "INDUSTRIAL"  
TO "PUBLIC FACILITIES" FOR THE PROPERTY LOCATED AT 485 SAN JUAN-HOLLISER  
ROAD (ASSESSOR'S PARCEL NUMBER 002-550-009).**

WHEREAS, on August 30, 2018, the City considered and approved a land swap/purchase agreement with Dale Coke, to come into compliance with Compliance Order 02.05.16R.004. Based on the terms of the agreement, the City acquired the "Well 6" and the underlying 0.73-acre parcel from Dale Coke; and the City transferred "Well 3" and the underlying 0.73-acre parcel to Dale Coke for his use/abandonment; and

WHEREAS, on August 31, 2018, the "Purchase and Sale and Exchange of Real Property and Wells" was executed by both parties; and

WHEREAS, on August 23, 2020, Dale Coke, submitted an application for a general plan amendment and zoning amendment to reclassify the property land use designation of his portion of the agreement/land swap (Well 3 and underlying 0.73-acre parcel) from "Public Facilities" to "Industrial"; and such application was approved by the City Council on November 17, 2020 (City Council Resolution No. 2020-61); and

WHEREAS, the City is required to change the "Well 6" and underlying 0.73-acre parcel, land use designation from "Industrial" to "Public Facilities" to complete the land swap, as shown in "EXHIBIT A" attached hereto; and

WHEREAS, on December 1, 2020, the Planning Commission of the City of San Juan Bautista conducted a duly noticed public hearing to consider a General Plan Land Use Map Amendment to reclassify the Well 6 property land use designation from "Industrial" to "Public Facilities", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 1, 2020, meeting and adopted Resolution 2020-09 recommending approval to the City Council; and

WHEREAS, on December 15, 2020, the City Council of San Juan Bautista conducted a duly noticed public hearing to consider a General Plan Land Use Map Amendment to reclassify the Well 6 property land use designation from "Industrial" to "Public Facilities", considered all public testimony, written and oral, presented at the public hearing, and received and considered the written information and recommendation of the staff report for the December 15, 2020; and

WHEREAS, the proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act

Guidelines, known as the “Common Sense” exemption. Section 15061(b)(3) states a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since an equal amount of land was exchanged from/between City ownership and the Coke’s, and the rezoning activity will be not result in an increase of industrial zoned land (land use designation or zoning) within the city (*The Coke rezone was applied for and processed by the City in November 2020 under a separate application submitted by the Coke’s Family. City Council Resolution Nos. 2020-61 and 2020-62*). Therefore, the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of San Juan Bautista that it hereby recommend approval of the requested General Plan Land Use Map Amendment to reclassify the “Well 6” property land use designation from “Industrial” to “Public Facilities” for the property located on an approximate 0.73-acre project site located at 485 San Juan-Hollister Road (APN 002-550-009).

#### FINDINGS

1. General Plan Land Use Map Amendment – The General Plan Land Use Amendment is not detrimental to the public health, safety, or general welfare of the San Juan Bautista community or the surrounding area and is consistent with the following General Plan Policies:
  - a. LU-4.1.2 and Program LU-4.1.2.1
    - i. Pursue regulatory and investment strategies that promote a healthy mix of uses (e.g., retail, residential, office, and public facilities).

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting duly held on the 15<sup>th</sup> day of December 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

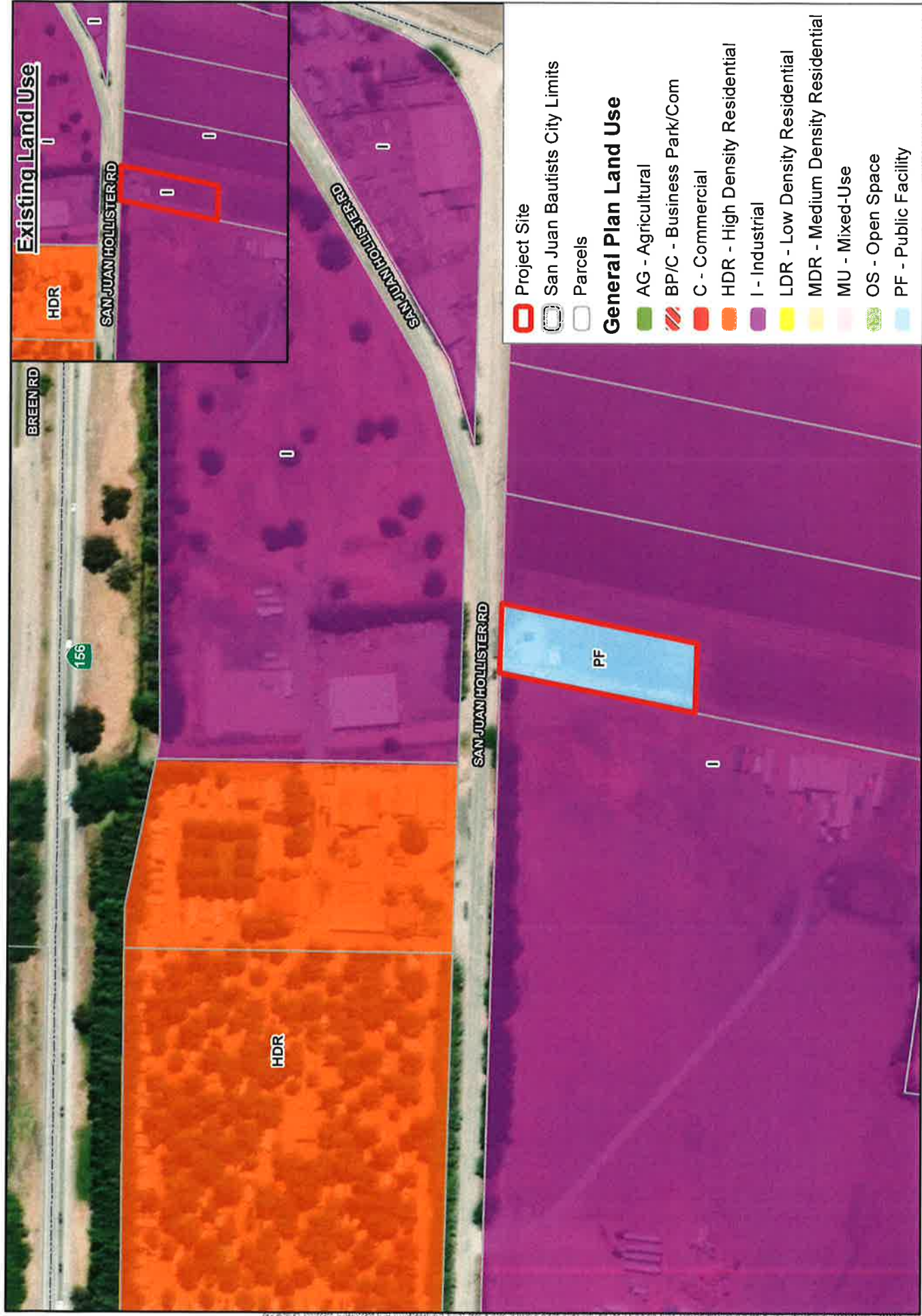
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Mayor

ATTEST:

---

Shawna Freels, City Clerk



Source: Maxar Imagery 2019.

**Figure 1**

Propose Land Use

ATTACHMENT 2

RESOLUTION NO. 2020-XX

**A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA CITY COUNCIL ADOPTING AN ORDINANCE  
AMENDING THE CITY OF SAN JUAN BAUTISTA ZONING MAP  
REZONING THE "WELL 6" PROPERTY LOCATED AT 485 SAN JUAN-HOLLISTER ROAD  
(APN: 002-550-009) FROM "INDUSTRIAL" TO "PUBLIC FACILITIES".**

WHEREAS, on August 30, 2018, the City considered and approved a land swap/purchase agreement with Dale Coke, to come into compliance with Compliance Order 02.05.16R.004. Based on the terms of the agreement, the City acquired the "Well 6" and the underlying 0.73-acre parcel from Dale Coke; and the City transferred "Well 3" and the underlying 0.73-acre parcel to Dale Coke for his use/abandonment; and

WHEREAS, on August 31, 2018, the "Purchase and Sale and Exchange of Real Property and Wells" was executed by both parties; and

WHEREAS, on August 23, 2020, Dale Coke, submitted an application for a general plan amendment and zoning amendment to reclassify the property land use designation of his portion of the agreement/land swap (Well 3 and underlying 0.73-acre parcel) from "Public Facilities" to "Industrial"; and such application was approved by the City Council on November 17, 2020 (City Council Resolution No. 2020-62); and

WHEREAS, the City is required to change the "Well 6" and underlying 0.73-acre parcel, zoning designation from "Industrial" to "Public Facilities" to complete the land swap, as shown in "EXHIBIT A" attached hereto; and

WHEREAS, on December 1, 2020, the Planning Commission of the City of San Juan Bautista conducted a duly noticed public hearing to consider amending the City of San Juan Bautista Zoning Map rezoning the "Well 6" property from "Industrial" to "Public Facilities", considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the December 1, 2020 meeting and adopted Resolution 2020-10 recommending approval to the City Council; and

WHEREAS, on December 15, 2020, the City Council of the City of San Juan Bautista conducted a duly noticed public hearing to consider amending the City of San Juan Bautista Zoning Map, rezoning the "Well 6" property from "Industrial" to "Public Facilities", considered all public testimony, written and oral, presented at the public hearing, and received and considered the written information and recommendation of the staff report for the December 15, 2020 meeting; and

WHEREAS, the proposed land use change and rezoning activity can be considered exempt from CEQA under pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines, known as the "Common Sense" exemption. Section 15061(b)(3) states a project is exempt from CEQA if the

activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed land use designation change and zoning change fits the criteria of Section 15061(b)(3) since the an equal amount of land was exchanged from/between City ownership and the Coke's, and the rezoning activity will be not result in an increase of industrial zoned land (land use designation or zoning) within the city (*The Coke land use designation and zoning map amendments were applied for and processed by the City in November 2020 under a separate application submitted by the Coke Family. City Council Resolution Nos. 2020-61 and 2020-62*). Therefore the intended and allowed uses analyzed in the General Plan and General Plan EIR will not be altered and no additional environmental impacts would result from the alteration.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of San Juan Bautista that it hereby approves the requested Zoning Map Amendment to reclassify the "Well 6" property and zoning designation from "Industrial" to "Public Facilities" for the property located on an approximate 0.73-acre project site located at 485 San Juan-Hollister Road (APN 002-550-009).

FINDINGS

1. Zoning Map Amendment – The Zoning Map Amendment will maintain zoning consistency with General Plan Land Use Map Amendment and that the zoning map amendment will not be detrimental to the public health, safety or general welfare of the San Juan Bautista community or the surrounding area.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting duly held on the 15<sup>th</sup> day of December 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

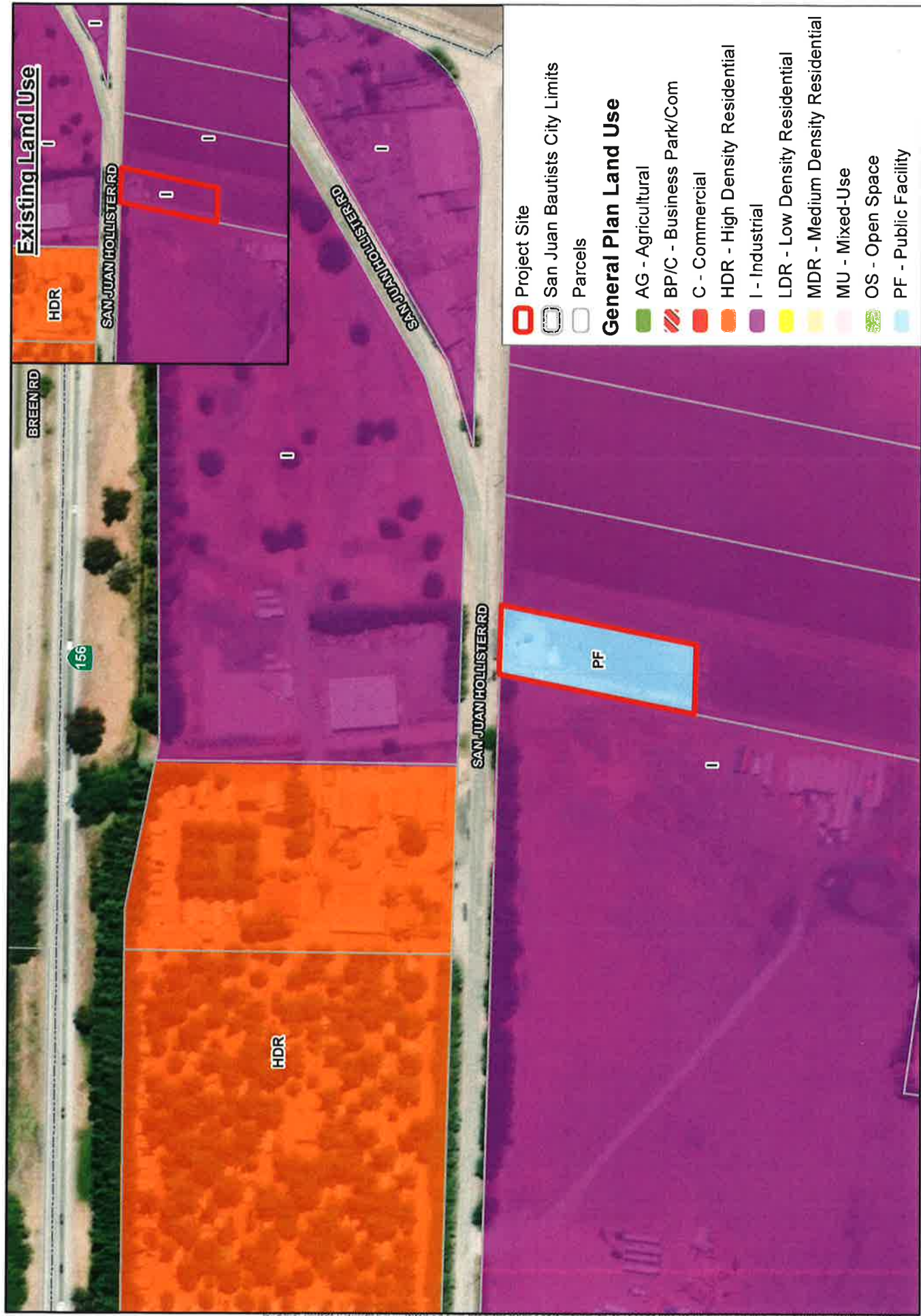
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Mayor

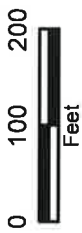
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Shawna Freels, City Clerk





**Figure 1**  
Propose Land Use



Harris & Associates



**DRAFT ORDINANCE NO. 2020-XX**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING A ZONING MAP AMENDMENT TO CHANGE THE ZONING DISTRICT FROM "INDUSTRIAL" TO "PUBLIC FACILITIES" FOR A ± 0.73-ACRE PARCEL LOCATED AT 485 SAN JUAN HOLLISTER ROAD (APN: 002-550-009)**

THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES ORDAIN THAT:

ONE, AMENDMENT TO THE SAN JUAN BAUTISTA ZONING MAP: That the Zoning Map is amended from "Industrial" to "Public Facilities" for the approximate 0.73-acre site located at 485 San Juan Hollister Road (APN" 002-550-009), as shown in "**Exhibit 1**" attached hereto:

TWO, EFFECTIVE DATE: This Ordinance shall take effect and shall be in full force upon the 30<sup>th</sup> calendar day following the City Council's second reading and adoption of this ordinance.

THREE, POSTING OF ORDINANCE: Within fifteen (15) calendar days of the adoption of this Ordinance, the City Clerk shall cause it to be posted as designated by Resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on December 15, 2020, and was passed and adopted at a regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2020, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

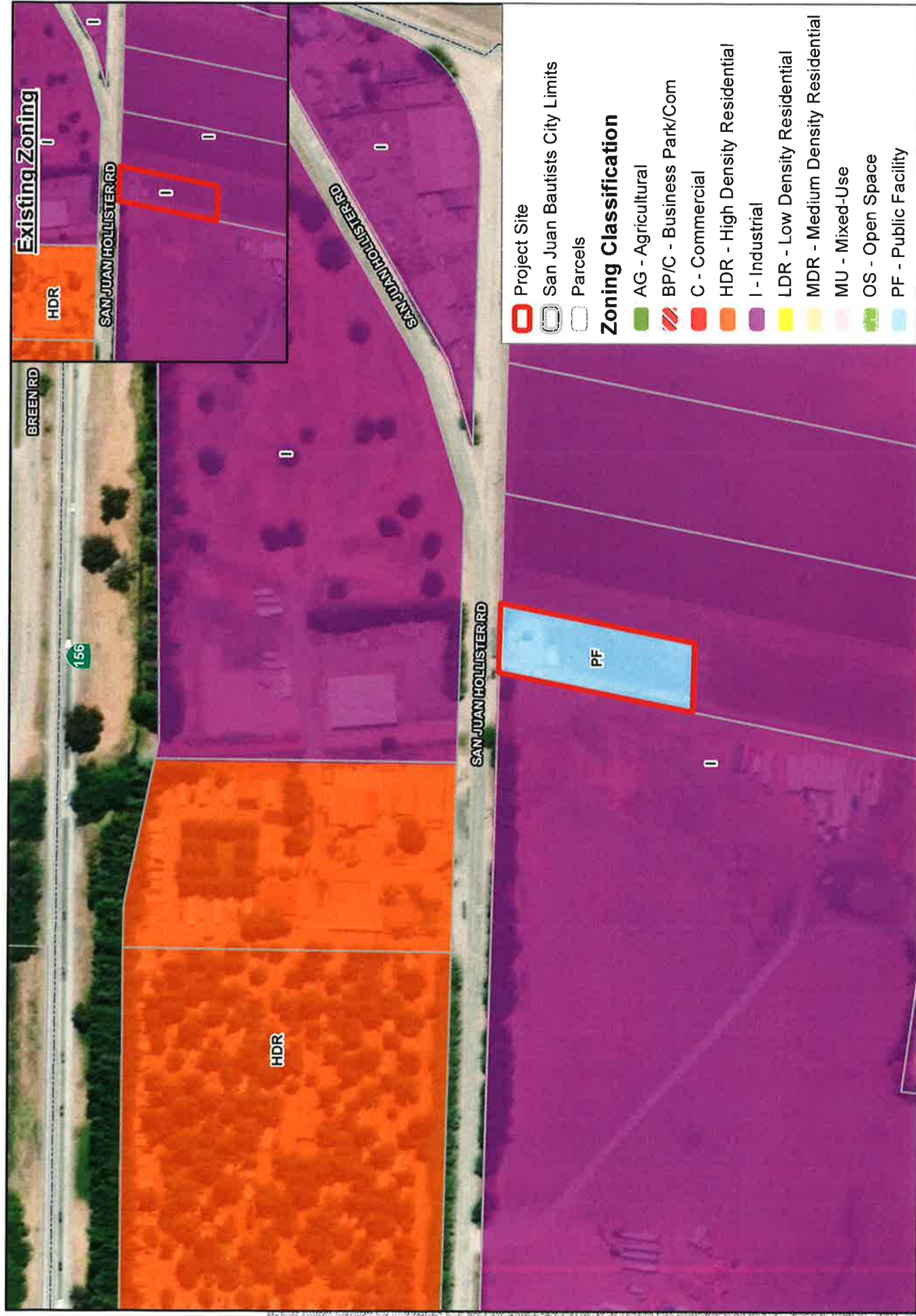
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Shawna Freels, City Clerk



**Figure 2**

Proposed Zoning Classification



## AGREEMENT FOR PURCHASE AND SALE AND EXCHANGE OF REAL PROPERTY AND WELLS

This Agreement (Agreement) is entered into as of the 31<sup>st</sup> day of August, 2018, by and between the City of San Juan Bautista, a California Municipal Corporation (the City), Coke Farms Inc., and Dale C. Coke and Christine C. Coke, as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 (Coke). The City and Coke are sometimes referred to herein individually as a "party" and collectively as the "parties."

### Recitals

A. Coke Farms, Inc. is the lessee of 12.5 acres of vacant land (APN 002-550-009-000) and the agricultural well situated on the site, owned by the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989. The agricultural well on this site is referred to as "Well 6". The well is located in San Benito County. Due to the acceptable drinking water quality and water volume that Well 6 produces, the City seeks to purchase Well 6 and .73 acres of land of this property, hereinafter referred to as the "Well 6 Property" and more particularly described on Exhibit "A" attached hereto and made a part hereof. The City intends to connect Well 6 to the City's municipal water system to improve water quality for its current customers and to enable the City of San Juan Bautista to add service lines for future customers.

B. The City owns approximately .78 acres of land (APN 002-550-007-000) including a well, commonly referred to as "Well 3" described on Exhibit "B," located in the City of San Juan Bautista and more particularly and hereinafter referred to as the "Well 3 Property". The City seeks to sell .73 acres of the Well 3 Property to Coke, making a lot line adjustment to retain a .05 acre parcel for the City sewer lift station, more particularly described in Exhibit "C" attached hereto and made a part hereof. Coke may use the water from Well 3 or abandon the Well. As additional consideration for the Well 6 Property, City will credit Coke with five (5) water and sewer connection fees for the benefit of the Well 3 Property and the parcels comprising the remainder of Coke's 11.77 acres as described in attached Exhibit "A"

C. As consideration for the Well 6 Property, the City shall pay Dale C. and Christine C. Coke Living Trust three hundred thousand dollars (\$300,000.00). At the close of escrow, with a credit of \$50,000 for the Coke's purchase of .73 acres of the Well 3 Property from the City, the net payment the City will pay to Coke will be two hundred and fifty thousand dollars (\$250,000.00) and Coke shall reserve a right to use water from Well 6 for agricultural purposes on the remainder 11.77 acres, and the .73 acres of the Well 3 Property subject to potential interruption in the event that Well 6 must be operated to meet the City's municipal water demand. Coke will pay the City for the electricity cost for pumping water from Well 6 to reimburse the City for the electricity used for Coke for irrigation on remaining 11.77 acres. Coke will pay the groundwater extraction fee for any water used by Coke directly to San Benito County Water District.

Now, therefore, in consideration of the foregoing and the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties hereto agree as follows:

### 1. AGREEMENT TO PURCHASE AND SELL

1.01 The Recitals set forth in the foregoing are hereby incorporated into the Agreement.

1.02 Coke hereby agrees to sell to the City the .73 acre Well 6 Property(Exhibit A) and City hereby agrees to purchase from Coke the Well 6 Property, located in San Benito County, California, as set forth in the Grant Deed, substantially in the form and content as set forth in "Exhibit D " attached hereto at the Purchase Price and on the terms set forth herein, together with all existing privileges, rights, water rights, restrictions, reservations, easements and rights-of-way included thereon.

1.03 The City hereby agrees to sell to Coke .73 acres of the Well 3 Property(Exhibit E) and Coke hereby agrees to purchase from City that Property, located in San Benito County, California, as described and set forth in a Grant Deed, substantially in the form and content as set forth in "Exhibit E " attached hereto at the Purchase Price and on the terms set forth herein, together with all existing privileges, rights, water rights, restrictions, reservations, easements and rights-of-way included thereon, except that City agrees to adjust the lot line of Well 3 property to provide a .05 acre remainder lot for the City's sewer lift station located on the Well 3 Property as set forth substantially in the form and content as set forth in "Exhibit C" attached hereto.

## 2. DELIVERY OF DOCUMENT

2.01 The Grant Deeds conveying the Properties will be executed and delivered by the City and Coke at Closing (as defined in Section 7) to First American Title Insurance Company (the Title Company), Escrow Holder for the parties for the purpose of conveying the Property to the Agency.

## 3. CONSIDERATION

3.01 Coke shall purchase from City .73 acres of Well 3 Property (APN 002-550-007), for \$50,000. The City shall purchase from Coke .73 acres of land, known as the Well 6 Property for \$300,000. The purchase price of Well 3 Property (\$50,000) shall be credited to the City in consideration for the purchase of Well 6 Property (\$300,000) from Coke.). The Purchase Price will be paid by the City to Coke at the Closing (as defined in Section 7 B Closing) by paying \$250,000.00 at close of escrow. Coke's transfer of Well 6 property shall be subject to a nontransferable reservation of right for Coke to use water from Well 6 for agricultural use for the remainder 11.77 acres and the .73 acres of the Well 3 Property subject to potential interruption in the event that Well 6 must be operated to meet the City's municipal water demand. Coke will pay the City for the electricity charges for pumping water from Well 6 in an amount that will reimburse the City for the charges for electricity used. The City will also credit Coke with five (5) water and sewer connection fees for the benefit of the .73 acre portion of Well 3 parcel and 4 parcels within the Coke 11.77 acres illustrated in "Exhibit A". These connections will be used for the future development of these properties.

4. TITLE

4.01 At Closing, City will deliver good and marketable title to the .73 acre portion of Well 3 Property to Coke and Coke will deliver good and marketable title to the Well 6 Property to City, free of any liens except property taxes not yet payable. Title will be subject only to those restrictions and reservations as set forth in the Grant Deeds attached hereto as Exhibits D and E and the exceptions shown in the preliminary title reports for the Well 3 Property dated as of November 30, 2017, as provided by First American Title Company, or disclosed in any visual inspection of the Property by the Title Company and in the preliminary title reports for the Coke Property APN 002-550-009-000 dated as of November 30, 2017, as provided by First American Title Company, or disclosed in any visual inspection of the Property by the Title Company

4.02 At closing, City shall pay ("Closing costs");

- (i) all escrow fees;
- (ii) the cost for title insurance policies insuring the respective buyers of the Well 3 for the Well 6 Properties; and
- (iii) the cost of any document preparation.

4.03 No recording fees will be payable with respect to the recording of the City's Grant Deed, pursuant to Government Code Section 6103.

5. REPRESENTATIONS AND WARRANTIES

5.01 The Parties are selling their properties "AS IS" with all faults, but represents and warrants as follows:

- (a) Parties have full power and authority to sell, convey and transfer their properties as provided for in this Agreement and this Agreement is binding and enforceable against Parties.
- (b) To Parties' actual knowledge the Parties have not caused any Hazardous Materials to be placed or disposed of on or at the properties or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has either Party received any written notices or any information received of any nature which imparted notice that the properties are in violation of any Environmental Law. As used herein:

(i) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes or regulation by any local government authority, the State of California, or the United States Government, including, but not limited to any material or substance which is (a) defined as a "hazardous waste," "hazardous material," or "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any

provision of California law, (b) petroleum, (c) asbestos, (d)

polychlorinated biphenyl, (e) radioactive material, (e) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (f) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (g) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601); and

(ii) the term "**Environmental Laws**" shall mean all statutes specifically described in the definition of "**Hazardous Materials**" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

5.02 Except as expressly set forth in this Agreement, the Parties are relying upon no warranties, express or implied, oral or written, regarding the properties and, upon Close of Escrow, the parties will have accepted their respective properties "**AS IS**", with all faults. The parties represent and warrant as follows:

- (a) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which either party is a party.
- (b) The parties have full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against the Parties.

5.03 The Parties acknowledge and agree that, except as expressly set forth in this Agreement, no Party(ies) has communicated to other Party(ies) any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (i) value;
- (ii) income to be derived from the Property;
- (iii) the nature, quality or condition of the Property, including without limitation, soil and geology, except that the potability of Well 6 and the legal ability to connect Well 6 to the municipal water supply has been determined by the City, is accepted as a condition and precedent for entering into this Agreement;
- (iv) compliance with or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

- (v) compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including but not limited to, California Health & Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Agency regulations at 40 C.F.R, part 261, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, and regulations promulgated under any of the foregoing;
- (vi) or; with respect to any other matter.

5.04 The parties further acknowledge and agree that they have been given the opportunity to inspect the Properties and review information and documentation affecting the Properties, and that, they are relying solely on their own investigation of the properties and review of such information and documentation, and not on any information provided or to be provided by the parties. The City, in particular is solely responsible for all testing, installment of fixtures, regulation by the State and any other action necessary to determine that the water from Well 6 is potable and can legally be connected to the Municipal water supply. Except for express representations and warranties contained in Section 5.01 and 5.02 above, the parties are not liable or bound in any manner by any oral or written statements, representations or information pertaining to the properties, or the operation thereof, furnished by any agent, employee, servant or other person. The parties further acknowledge and agree that to the maximum extent permitted by law, except for express representations and warranties contained in Section 5.01 above, the sale of the properties as provided for herein is made on an "AS IS" condition and basis with all faults, and that neither City nor Coke has any obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein.

5.05 With respect to the waivers and releases set forth in Section 5.04 above, the parties expressly waive any of their rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **6. PARTIES' WATER RIGHTS**

6.01 City shall obtain all rights to water on the Well 6 Property, whether appurtenant, prescriptive, contractual or other water rights appurtenant to the Property, except that a nontransferable reservation of right is granted to Coke to use water from Well 6 for agricultural use for the remainder of Coke's 11.77 acres (Exhibit "A") and the .73 acres of the Well 3 Property after conveyance of the Well 6 Property, and made a part hereto of this agreement, subject to potential interruption of such rights in the event that Well 6 must be operated to meet the City's municipal water demand. Coke shall not permanently transfer, encumber, lease, sell, or otherwise separate the water rights herein from Well 6. Coke's use of water from Well 6 may only be distributed to the 11.77 acres (Exhibit "A") owned by Coke and the .73 acres of the Well 3 Property. Any distribution of water to Coke as set forth herein shall not impair the operation of



Well 6 or otherwise impede the City's use of the water from Well 6. Coke shall pay the City for Coke's portion of the expenses for electrical charges for pumping water for Coke's use. Coke will pay the agricultural ground water extraction fees to the San Benito County Water District based upon Coke's use of water extracted from the Well 6 Property. The City shall pay for all the necessary well connections (including backflow prevention devices and flow meter) to allow Coke to use the water from Well 6 under the terms and conditions set forth herein. The City shall pay municipal water extraction fees and repair/maintain or replace as needed all well system components for Well 6, except for Coke's agriculture water meter which shall be repaired/maintained or replaced by Coke as needed.

6.02 The parties understand that City is acquiring the Well 6 Property to connect Well 6 to the City's municipal water system and provide potable water to the citizens of the City of San Juan Bautista. Coke shall or has cooperated with the City to allow testing and will allow entry by the City and its agents, to test the water from Well 6.

6.03 In consideration for Coke's sale of the Well 6 Property to the City:

(a) Coke shall obtain the Grant deed to the .73 acre portion of Well 3 Property (Exhibit E) and all rights to water on the Well 3 Property, whether appropriative, prescriptive, contractual or other water right appurtenant to the Property;

(b) the City will credit Coke with five (5) sewer and water connection fees for; Well 3 property and Parcels 1,2,3,and 4 owned by Coke which are described in Exhibit "A" and Well Lot 3 as described in Exhibit B;

(c) the City shall prepare an assessment within fiscal year 2019 regarding providing fiber optic broadband infrastructure to San Juan Bautista; and if a broadband project is approved, the City will extend the optical cable and the ability to tie into the Coke's five (5) industrial lots (consisting of Parcels 1,2,3,4 described in Exhibit A and Well Lot 3 as described in Exhibit E)

(d) the City will retain existing the .05 acre remainder parcel with City sewer lift station formerly part of Well 3 Property which remainder is described by a map attached as Exhibit C and by the metes and bounds description of the Exception to the Well 3 Property in Exhibit E; and,

(e) the City will remove all debris, equipment, excess soil, rubble and trash and grade the Well 3 Property to a grade level acceptable to Coke, including and not limited to, the Pellet Plant and fencing shall be relocated off Well 3 Property within six months after the close of escrow.

## **7. CLOSING**

7.01 Conditions to Closing Escrow. The conditions of closing are as follows:

(a) The City has determined that the Well 6 water is sufficiently potable and that Well 6 can be legally connected to its Municipal Water system.

(b). Both the Well lot 3 Property of .73 acres and the Well 6 property of .73 acres can be insured as legal lots of record as each property is described in Exhibits D and E.

7.02 Closing Date.

(a) The consummation of the purchase and sale of the Well 6 Property and the conveyance of the .73 acre portion of Well 3 Property will be held at the offices of the Title Company. The closing of the sale (the Closing Date) only after the following occur:

(b) the City has determined that the well on the Well 6 Property can be connected to the Municipal Water system. This determination by the city and notification to Coke and Title Company will occur on or before sixty days prior to the consummation of the purchase.

(c) performance by City and Coke of their respective obligations under this Agreement directly or through the completion of escrow deposits required of them to be made, delivery of the Purchase Price to Coke by Escrow Holder

(d) recording of the Grant Deeds for: Well 6 Property and Well 3 Property

(e) upon title insurer's commitment to issue the title policy to City regarding the Well 6 Property described in Exhibit D and to issue the title policy to Dale C. Coke and Christine C Coke as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 as to the .73 acres of the Well 3 Property described in Exhibit E

(f) delivery of the .73 acre Well 6 Property(Exhibit D) to City

(g) delivery of the .73 acre Well 3 Property(Exhibit E) to Coke

7.03 City's Deposits into Escrow. Once City has ascertained that the Well 6 Property can be connected to the Municipal Water system and given the notice to Coke set forth in section 7.02, City shall deposit the following documents and items into escrow:

(a) a bank cashier's check payable to Coke or a wire transfer to escrow in an amount equal to \$250,000;

(b) a duly executed and acknowledged Grant Deed, in the form attached as Exhibit E, conveying the .73 acre portion of Well 3 Property to Dale C. Coke and Christine C Coke as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 ;

(c) an affidavit in the customary form required by escrow holder and Federal law stating that City is not a foreign person under IRC Section 1445(f)(3);

(d) title insurance premiums and closing costs;

(e) all documents in the City's possession related to the Well 3 Property including, but not limited to, all well drilling logs and other well production and potability records;

- (f) such other discounts as may reasonably be required to complete the Closing, including a document certifying to the escrow holder that all acts or legal conditions precedent necessary to be taken or performed by the District to authorize execution of the documents have been taken or performed.
- (g) a duly executed and surveyor certified legal description of the .05 acre Public Utility Sewer Lift Station parcel remainder retained by City attached as Exhibit "C"

7.04 Coke Deposits into Escrow. Prior to Closing, Coke must deposit the following into escrow:

- (a) a duly executed and acknowledged Grant Deed, in the form attached as Exhibit D, conveying the Well 6 Property to City;
- (b) such other documents as may reasonably be required to complete the Closing including a document certifying to the escrow holder that all acts or legal conditions precedent necessary to be taken or performed by Coke to authorize execution of the documents have been taken or performed
- (c) all documents in the Coke's possession related to the Well 6 Property including, but not limited to, all well drilling logs and other well production and potability records

7.05 Pro-ration of Taxes. All real and personal property *ad valorem* taxes and special assessments, if any, will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

7.06 Closing Costs. City shall pay all costs of escrow, title insurance and recording fees incurred in this transaction.

7.07 Closing. Title Company shall close the escrow by doing the following:

- (a) Recording the Grant Deeds and Easement in the Official Records of the San Benito County Recorder;
- (b) Delivering to Coke the amount due Coke as shown on the closing statement for the escrow consistent with this Agreement (A Closing Statement) and a signed original of City Closing Statement; and
- (c) Delivering to City a signed original of the Closing Statement and copies of all recorded documents and any refund due.

7.08 Possession. Coke will deliver possession of the Well 6 Property to City on the Closing Date. City will deliver possession of the .73 acre portion of Well 3 Property to Coke on the Closing Date.

## 8. REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of City. City represents and warrants to Coke as of the date of this Agreement and the Closing Date, as follows:

- (a) Organization, Qualification and Corporate Power. City is a municipal corporation. City has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by City has or will be duly and validly authorized by all necessary action on the part of City. This Agreement is a legal, valid and binding obligation of City enforceable in accordance with its terms, except, as enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws and subject to general principles of equity.

8.02 Representations and Warranties of Coke. Coke represents and warrants to District as of the date of this Agreement and the Closing Date, as follows:

- (a) Authority. Dale C. Coke and Christine C. Coke, as Trustees of the Dale C. and Christine C. Coke Living Trust dtd 6/29/1989 hold title to the Well 6 Property and Coke Farms, Inc is the lessee, which has consented to this Agreement (both referred to as "Coke"). This Agreement and all documents executed by Coke which are to be delivered to City at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Coke, and are, or at the Closing will be, legal, valid, and binding obligations of Coke, and do not, and at the time of Closing will not, violate any provisions of any agreement to which Coke is a party or to which it is subject or any law, judgment or order applicable to Coke.

## 9. ATTORNEY'S FEES

9.01 In the event of any dispute between the parties, in any way related to this Agreement or in connection with the Property, the prevailing party shall be entitled to, in addition to all expenses, costs or damages, reasonable attorney's fees whether or not the dispute is litigated or prosecuted to final judgment. The prevailing party will be that party who was awarded judgment, including specific performance or injunctive relief, as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by the party.

## **10. LOT LINE ADJUSTMENT**

10.01 The City agrees to pay for all costs and to initiate the process for the land subdivision entitlements as necessary to complete the land transfer including, but not limited to, surveying the Property. The City shall bear responsibility for preparation and payment for all necessary planning entitlements and documents and pay all fees for the creation of a separate parcel for the Well 6 Property, the lot line adjustment of Well 3 and the remainder Public Utility Sewer Lift Station Parcel, if necessary.

## **11. GOVERNING LAW**

11.01 This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California (without giving effect to its choice of law principles).

## **12. WAIVER OF DEFAULT**

12.01 Any waiver by City or Coke of a default of this Agreement arising out of the breach of any of the covenants, conditions, or restrictions of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding default arising out of a breach of the same or any other covenant, condition, or restriction of this Agreement.

## **13. COUNTERPARTS**

13.01 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission. All counterparts shall be deemed an original of this Agreement.

## **14. NOTICE**

14.01 All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered in person, mailed by registered or certified mail, return receipt requested, or delivered by a commercial courier guaranteeing overnight delivery, addressed as follows:

If to City:

City of San Juan Bautista  
311 2nd Street / P.O. Box 1420,  
San Juan Bautista, CA 95045

If to Coke:

Dale C. Coke and Christine C. Coke  
P.O. Box 186  
Aromas, CA 95004

**15. SUCCESSORS AND ASSIGNS**

15.01 Except as expressly stated in this Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**16. AMENDMENT OR MODIFICATION.**

16.01 This Agreement may be amended, altered or modified only by a writing specifying such amendment, alteration or modification, executed by authorized representatives of all of the parties hereto.

**17. COVENANT & CONDITION**

17.01 Each term and provision of this Agreement performable by a party shall be construed to be both a covenant and a condition.

**18. TIME.**

18.01 Time is and shall be of the essence of each term and provision this Agreement.

**19. FURTHER ACTIONS**

19.01 Each of the parties agrees to execute and deliver to the other all such documents and instruments, and to take such actions, as may reasonably be required to give effect to the terms and conditions of this Agreement.

**20. INTERPRETATION.**

20.01 This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code '1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

## **21. CAPTIONS**

21.01 Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of it.

## **22. SEVERABILITY**

22.01 If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement, unless this Agreement without the severed provisions would frustrate a material purpose of either party in entering into this Agreement.

## **23 BUSINESS DAYS**

23.01 Except as may otherwise be provided in this Agreement, if any date specified in this Agreement for commencement or expiration of time periods occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein "Business Day" shall mean any day other than a Saturday, Sunday or a holiday observed by national banks.

## **24. ASSIGNMENT**

24.01 Prior to close of escrow of the transfers of the Well 3 Property and Well 6 Property, Coke may not assign any of its rights under this Agreement. After close of escrow, the rights and obligations under this Agreement shall survive close of escrow and be incorporated into the respective deeds as covenants running with the respective Properties.

## **25. ENTIRE AGREEMENT**

25.01 This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement. The performance of this Agreement constitutes the entire consideration for the property or interest described in said

In witness whereof, the parties have executed this Agreement as of the date and year first above written.

**CITY OF SAN JUAN BAPTISTA:**

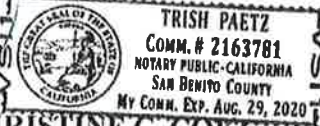
**COKE FARMS INC.:**

By: *Michael LaForge*  
Michael LaForge, City Manager

Date: 8/31/18

By: *Dale C. Coke*  
Dale C. Coke, President

Date: 8/31/18



**DALE C. COKE and CHRISTINE C. COKE**

Trustee of the Dale C. Coke and Christine C. Coke Living Trust dtd 6/29/1989

By: *Dale C. Coke*  
Dale C. Coke

Date: 8/31/18

By: *Christine C. Coke*  
Christine C. Coke

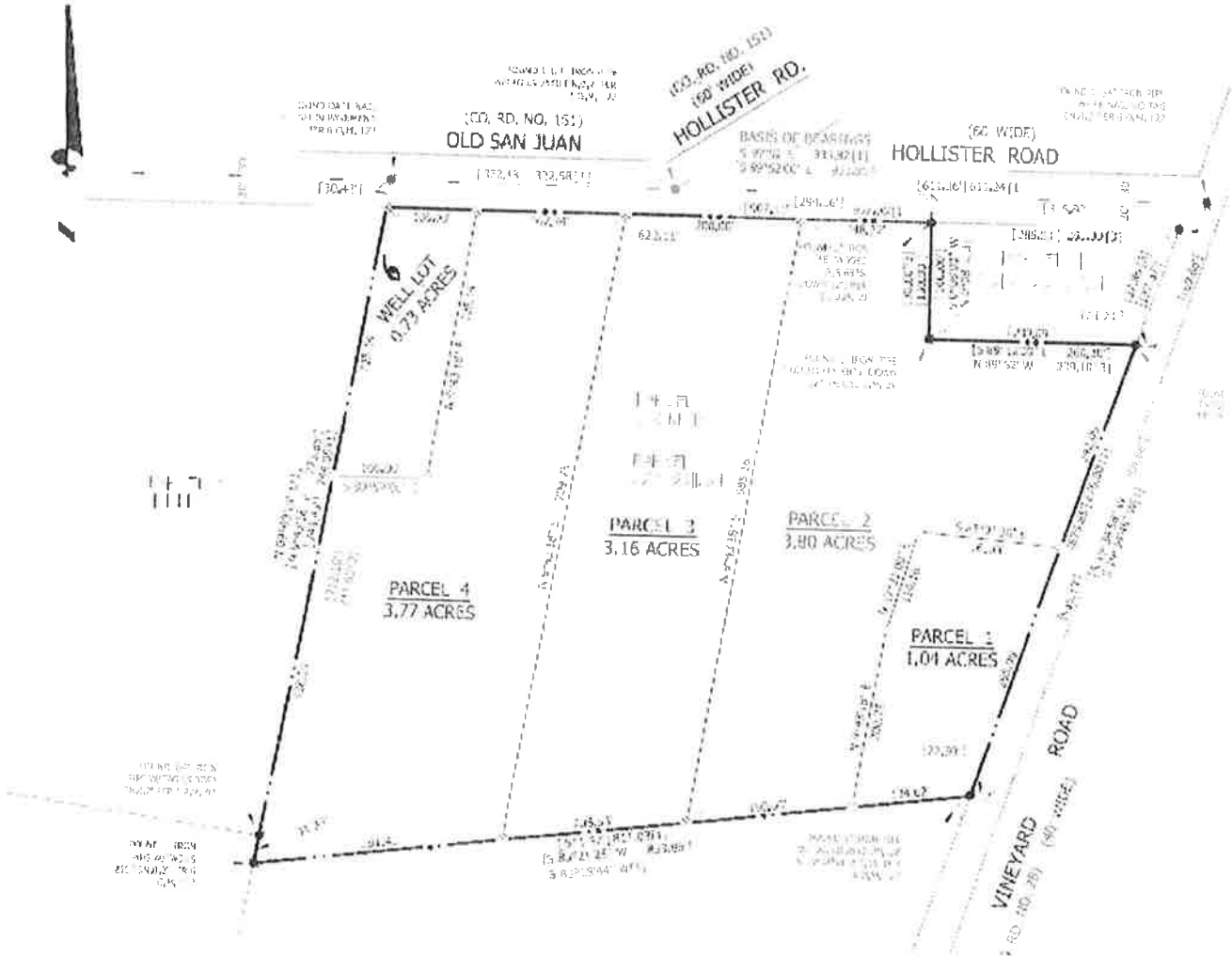
Date: 8/31/2018



Exhibit A  
Well 6 Property  
(Well 6 and .73 acres)



Exhibit A  
Well 6 Property  
(Well 6 and .73 acres)



**Exhibit B**  
**Legal Description of Well 3 Property pre-**  
**agreement close**  
**(.78 acres)**

Order Number: 4410-5605293  
Page Number: 5

**LEGAL DESCRIPTION**

Real property in the City of San Juan Bautista, County of San Benito, State of California, described as follows:

BEING A PORTION OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN AND BEING ALSO A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL 2 UPON THE RECORD OF SURVEY OF RACHELLA ARCEO ESTATE, WHICH SURVEY WAS FILED IN BOOK 6 OF MAPS, AT PAGE 127, SAN BENITO COUNTY RECORDS, AND BEING BOUNDED BY A LINE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE OLD SAN JUAN-HOLLISTER ROAD, 60 FEET WIDE, WITH THE WESTERLY LINE OF MISSION VINEYARD ROAD, 40 FEET WIDE; THENCE ALONG SAID SOUTHERLY LINE OF THE OLD SAN JUAN-HOLLISTER ROAD NORTH 89° 52' WEST 285.00 FEET; THENCE AT RIGHT ANGLES SOUTH 0° 08' WEST 130.00 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF THE OLD SAN JUAN-HOLLISTER ROAD SOUTH 89° 52' EAST 239.10 FEET TO THE WESTERLY LINE OF MISSION VINEYARD ROAD; THENCE ALONG SAID WESTERLY LINE OF MISSION VINEYARD ROAD NORTH 19° 34' 45" EAST 137.86 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT (09-533) RECORDED DECEMBER 02, 2009 AS INSTRUMENT NO(5). 2009-11663 AND 2009-11664, BOTH OF OFFICIAL RECORDS.


APN: 002-550-007

*First American Title*  
INCORPORATED

**Exhibit C (1 of 2 sheets)**  
**Legal Description Public Utility Sewer Lift Station**  
**Parcel**

BEING A PORTION of that certain parcel of land conveyed to the City of San Juan Bautista by Grant Deed from Robert Vaccarezza and Audra Vaccarezza, husband and wife as joint tenants, recorded April 6, 2010 as Instrument No. 2010-0002964, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING AT A point on the southerly line of Old San Juan Hollister Road, said point being at the northwesterly corner of said parcel and running along the northerly line thereof South 89°52' East, 40.00 feet, thence leaving said northerly line and running parallel to the westerly line of said parcel South 0°38' West, 55.00 feet, thence running parallel to the said northerly line North 89°52' West, 40.00 feet to a point in the said westerly line of said parcel; thence along said westerly line North 0°38' East, 55.00 feet to the point of beginning.

 6/29/18  
Kenneth J. Weatherly Date  
PLS 6875 exp 09/30/2018

**City of San Juan Bautista**  
**Planning Commission/Historic Resources Board**  
**Notice of Open Seats**

***City Leaders are seeking qualified community members  
to help shape our future.***

The City Council of the City of San Juan Bautista is now accepting applications to fill two (2) vacancies on the San Juan Bautista Planning Commission and Historic Resources Board. Position terms run four years.

Position requirements, as established in the San Juan Bautista Municipal Code, include San Juan Bautista residency and registered to vote in the City of San Juan Bautista. Additionally, Planning Commissioners are required to attend training, and should have an interest and knowledge in historic preservation.

Planning Commission/Historic Resources Board meetings are held the first Tuesday of each month at 6:00 p.m. in City Hall.

To apply for the position please submit an application (available on the city website at [san-juan-bautista.ca.us](http://san-juan-bautista.ca.us)) and a letter of interest to the City Manager's office in City Hall by [Tuesday, January 12, 2021 at 5:00 p.m.](#) Letters of interest will be kept on file for one (1) year.

***City Hall - 311 Second Street - P.O. Box 1420 - San Juan Bautista, CA 95045***

**Posted 11/25/2020**

**PUBLIC NOTICE**  
**NOTICE OF VACANCY**  
**CITY TREASURER**

**A vacancy has occurred in the City Treasurer's Office. Candidates are sought for the position of City Treasurer for the City of San Juan Bautista. *To qualify, a candidate must be an elector and resident of the City of San Juan Bautista.***

The City Treasurer is the keeper of all money coming into their hands as treasurer. They comply with all laws governing the deposit and securing of public funds and the handling of trust funds in their possession. They pay out money only on warrants signed by legally designated persons. Monthly, the City Treasurer submits to the City Clerk a written report and accounting of all receipts, disbursements and fund balances, and files a copy with the City Council. The City Treasurer performs such duties relative to the collection of city taxes and license fees as prescribed by ordinance. The City Treasurer may appoint deputies for those acts for which they are responsible.

City Council has set a \$100 monthly stipend for this position.

Interested applicants shall submit a resume, or biography, and statement of interest to City Hall at 311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045, or e-mail to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) for receipt not later than **1:00 p.m. on Monday, January 18, 2021**. Appointment to fill the vacancy will be addressed at the January 19, 2021 Regular Meeting of the City Council, at 6:00 p.m. Applicants should plan to attend via Zoom. This is a temporary position, lasting until the November 2022 General Election.

City of San Juan Bautista  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045  
(831) 623-4661

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)