



City of San Juan Bautista

The "City of History"

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AGENDA

CITY COUNCIL SPECIAL MEETING

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

TUESDAY, JUNE 30, 2020

~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON*

Join Zoom Meeting at <https://us02web.zoom.us/j/89161627151>

Meeting ID# 891 6162 7151

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 CMAPT.V.ORG, 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 citymanager@san-juan-bautista.ca.us not later than 5:00 p.m., June 30, 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. Public Comment (Only on items on the Agenda)
3. Action Items
 - A. Approve Resolution 2020-XX Authorizing the Reconnection of 105 San Juan Hollister Road to the City's Sewer System
 - B. Affidavit of Posting Agenda
4. Discussion Items

- A. COVID-19 Update and Third Street Transformation**
- B. Water System Status- Update**

5. 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 electronically.



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **EXTEND SEWER SERVICES TO 105 SAN JUAN
HOLLISTER ROAD (Ottoboni)**

DATE: June 16, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDATION

It is recommended that the City adopt the attached Resolution and approve the extension of sewer service to 105 San Juan Hollister Road (APN 012-170-006).

BACKGROUND

Section 5-9-315 of the Municipal Code makes it clear that the property owner has to pay for the cost of connecting to the City's sewer main. Section 5-9-600 allows property owners outside of the City's incorporated boundaries if approved by the City Council, and Section 5-9-605 sets the fees for this connection.

105 San Juan Road is a small residential home, that was built well before the City started treating waste water. Apparently, it was connected to a sewer line crossing other properties owned by the same owner, to a sewer main on The Alameda. That old line became obsolete when the Copperleaf development was built. But the new line did not connect 105 San Juan Hollister Road. Apparently, it instead continued to send its waste to an abandoned pipe. This bad situation revealed itself recently, and a solution is being sought.

The Waste Water Treatment Plant is functioning better than it has in many years. It processes .18 million gallons minute, and has a capacity of .27 million gallons per minute. But having said that, it continues to discharge effluent water into a stream and this is a violation of the Clean Water Act. In the fall of 2019, a Wastewater and Water Master Plan was approved to be drafted. It should be completed by the end of July, and it will recommend solutions for fixing the ongoing effluent discharge issue.

DISCUSSION

The City's code does not necessarily favor adding waste water customers outside of its boundaries, and the status of the waste water treatment plant is also suspect. The Master Plans may suggest a policy that limits new sewer laterals until the effluent discharge is improved. This policy would prioritize new sewer connections to include infill projects, approved housing development (there

is only one on north Third Street), other new development within the City's boundaries and lastly, to property owners outside the boundaries if they agree to a "Utility Extension Agreement" that addresses future uses and possible annexation, as described in Exhibit A to the Resolution.

This case is coming forward to the City Council because of its unique circumstances. On Monday, June 22, 2020, staff met with the Ottobonis about the proposed extension agreement, and the sewer connection fees. They expressed concern that the deed restriction may impact the future development of their other adjacent properties also outside of the City corporate boundaries. They also felt this should be considered a reconnection of a line that was connected before the Copperleaf sewer line was installed. This is supported by a recent County Environmental Health review that indicates that no septic tank was ever permitted for it. By agreeing to add this property to the City's sewer system, we eliminate this discharge issue which is consistent with the principals of the Clean Water Act. By adding the APN to the Resolution, we agree that this clarifies that only this parcel is being conditioned, and it has no intended impact on the future annexation or development of the surrounding properties.

FISCAL IMPACT

Plumbing Permit Fee/CBS fee	\$ 121.00
Building Plans Application fee	\$ 961.50
Construction Review -Plan Check	\$ 1,873.00
Sub Total	\$ 2,955.50
Connection Fee	\$ 6,243.81
	\$ 9,199.31

Adding a new customer helps the Sewer Fund. The owner is not willing to pay the sewer connection fee of \$6,243.81, as they believe this to be a reconnection. The County inspection indicates that they were never part of a septic system, indicating they were previously connected.

Staff can support a "reconnection" rather than a connection of the sewer lateral, but not the plan check and encroachment permit fees, as these are contractual services billed to the City directly on a per hour basis. In this case, the estimated cost to the Ottobonis would be \$2,955.50 plus the cost of the contractor to install the lateral.

ATTACHMENTS:

- Resolution

RESOLUTION 2020-XX

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary V. Edge, Mayor

Laura Cent, City Clerk

Exhibit A- example of conditions for a Utility Extension Agreement

EXHIBIT A-

PROPOSED TERMS OF A UTILITY EXTENSION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2020-XX

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 - d. That before the issuance of building and/or encroachment permits, the owner will execute and record on title with the City a Utility Extension Agreement, with terms similar to those provided in Exhibit "A."

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

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NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary V. Edge, Mayor

Laura Cent, City Clerk

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AFFIDAVIT OF POSTING

I, CARMEN LUJAN, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE FINANCE AND ADMINISTRATION 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 26th DAY OF JUNE 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 30th DAY OF JUNE 2020.



CARMEN LUJAN, FINANCE AND ADMIN CLERK