



City of San Juan Bautista

The "City of History"

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AGENDA

REGULAR PLANNING COMMISSION MEETING

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

TUESDAY ~ DECEMBER 1, 2020

~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON*

Join Zoom Meeting at <https://us02web.zoom.us/j/81599932163>

Meeting ID# 815 9993 2163

NO PASSWORD REQUIRED

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 not later than 5:00 p.m., December 1, 2020, and will be read into the record during public comment on the item.

1. Call to Order
Roll Call

6:00 PM

2. Public Comment

3. Informal Project Review

Any potential and/or future project applicant may present their project to the Commission during Informal Project Review for the purpose of gaining information as preliminary feedback only. No formal application is required and no action will be taken by the Commission on any item at this time.

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 Commission, a staff member, or a citizen.

A. Approve Affidavit of Posting Agenda

B. Approve Affidavit of Posting Public Hearing Notice

5. Public Hearing Items

A. Consider 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 (APN 002-550-009).

6. Action Items

A. Approve the Franklin Park Design

7. Discussion Items

A. Commissioner Appointment Process Update

8. Comments

A. Planning Commissioners

B. Contract Senior Planner

C. City Manager

9. Adjournment

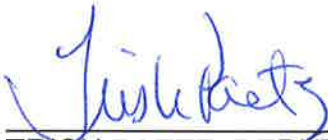
Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 311 Second Street, San Juan Bautista, California during normal business hours.

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK IN THE CITY OF SAN JUAN BAUTISTA AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED PLANNING COMMISSION AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 25th DAY OF NOVEMBER 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 25th DAY OF NOVEMBER 2020.



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 IN THE CITY OF SAN JUAN BAUTISTA AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED PLANNING COMMISSION PUBLIC HEARING NOTICE. I FURTHER DECLARE THAT I POSTED SAID NOTICE ON THE 20th DAY OF NOVEMBER 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 25th DAY OF NOVEMBER 2020.



TRISH PAETZ
DEPUTY CITY CLERK

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

Pursuant to Government Code Section 65090, the **Planning Commission** of the City of San Juan Bautista gives notice of a public hearing on **December 1, 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 **November 24, 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, not later than **5:00 p.m., November 30, 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: November 20, 2020



CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION 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 1, 2020

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

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION(S): Staff recommends the Planning Commission take the following actions:

1. Consider the Staff Report; and
2. Recommend approval of the General Plan Amendment Resolution to the City Council; and
3. Recommend approval of the Zoning Map Amendment Resolution to the City Council.

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 Planning Commission recommend the City Council authorize 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 – 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 PLANNING COMMISSION
RECOMMENDING APPROVAL OF 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-xx recommending approval to the City Council; 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 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 Planning Commission of the City of San Juan Bautista at a regular meeting duly held on the 1st day of December 2020, by the following vote:

AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Scott Freels, Chair

ATTEST:

Trish Paetz, Deputy City Clerk

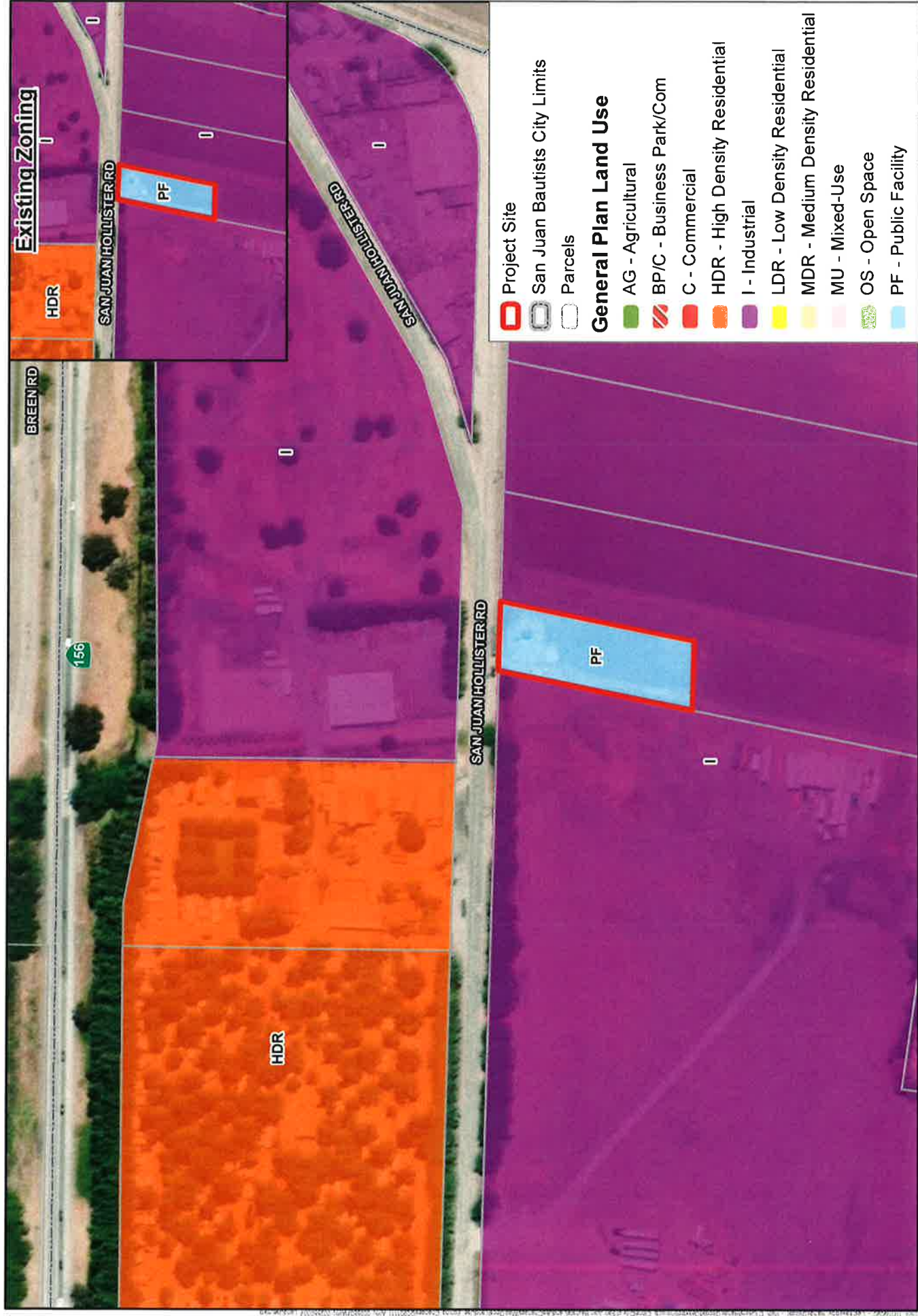


Figure 1

Propose Land Use

ATTACHMENT 2

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA PLANNING COMMISSION RECOMMENDING
ADOPTING AN ORDINANCE AMENDING THE CITY OF SAN JUAN BAUTISTA
ZONING MAP REZONING THE "WELL 6" PROPERTY LOCATED AT 485 SAN JUAN-HOLLISER 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-xx recommending approval to the City Council; 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 Planning Commission of the City of San Juan Bautista that it hereby recommend approval of 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 Planning Commission of the City of San Juan Bautista at a regular meeting duly held on the 1st day of December 2020, by the following vote:

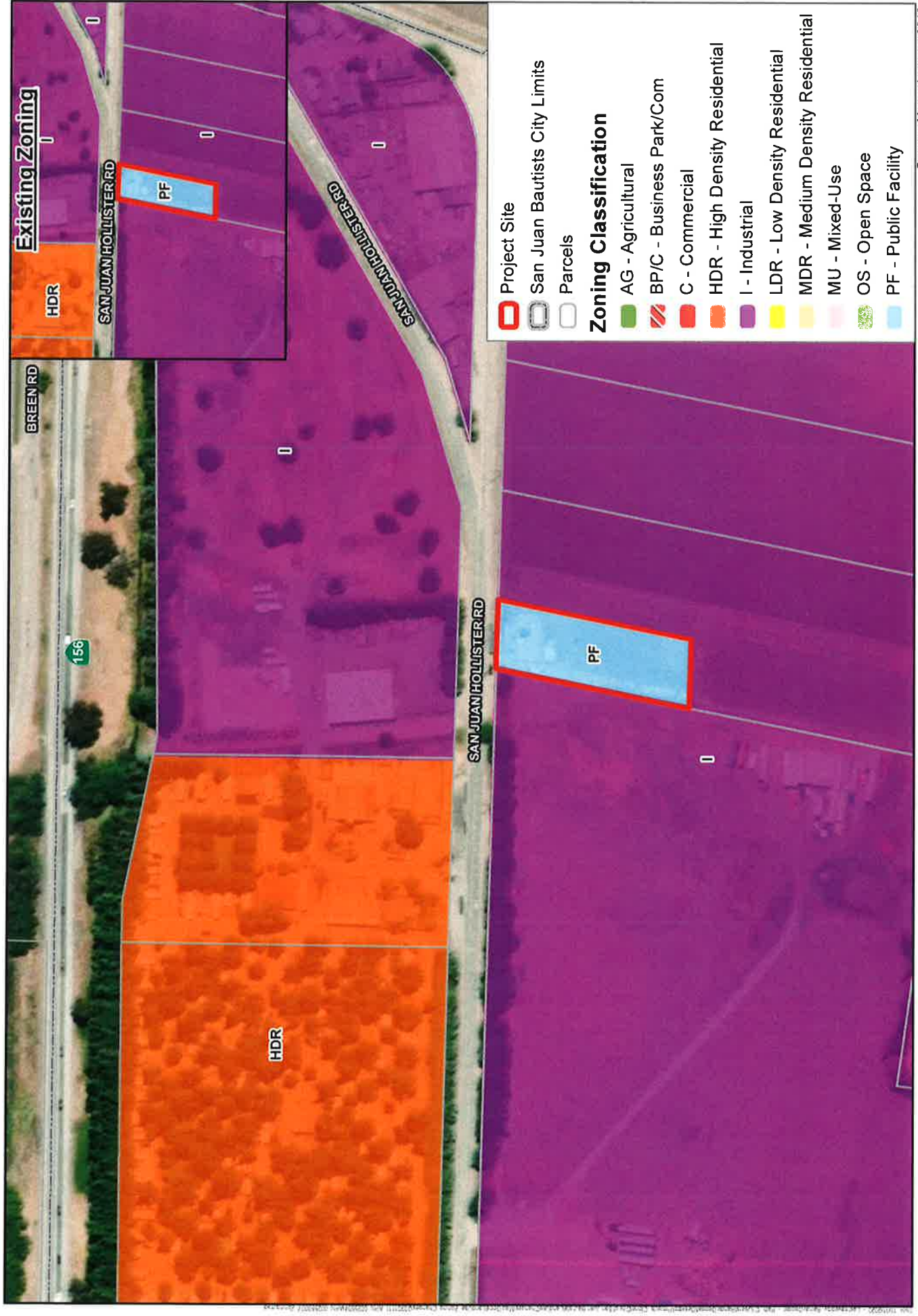
AYES, COMMISSION MEMBERS:

NOES, COMMISSION MEMBERS:

ABSENT, COMMISSION MEMBERS:

ABSTAIN, COMMISSION MEMBERS:

Scott Freels, Chair



Source: Maxar Imagery 2019.

Figure 2

Proposed Zoning Classification

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 "Public Facilities" to "Industrial" 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 30th 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 XX, 2020, the second reading was waved, and was passed and adopted at the regular meeting duly held on the XXth day of December 2020, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mary Edge, Mayor

ATTEST:

Trish Paetz, Deputy City Clerk

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

This Agreement (Agreement) is entered into as of the 31st 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 appropriative, 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 BALTISTA:

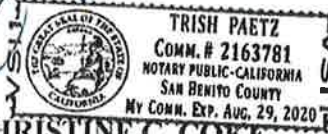
COKE FARMS INC.:

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)

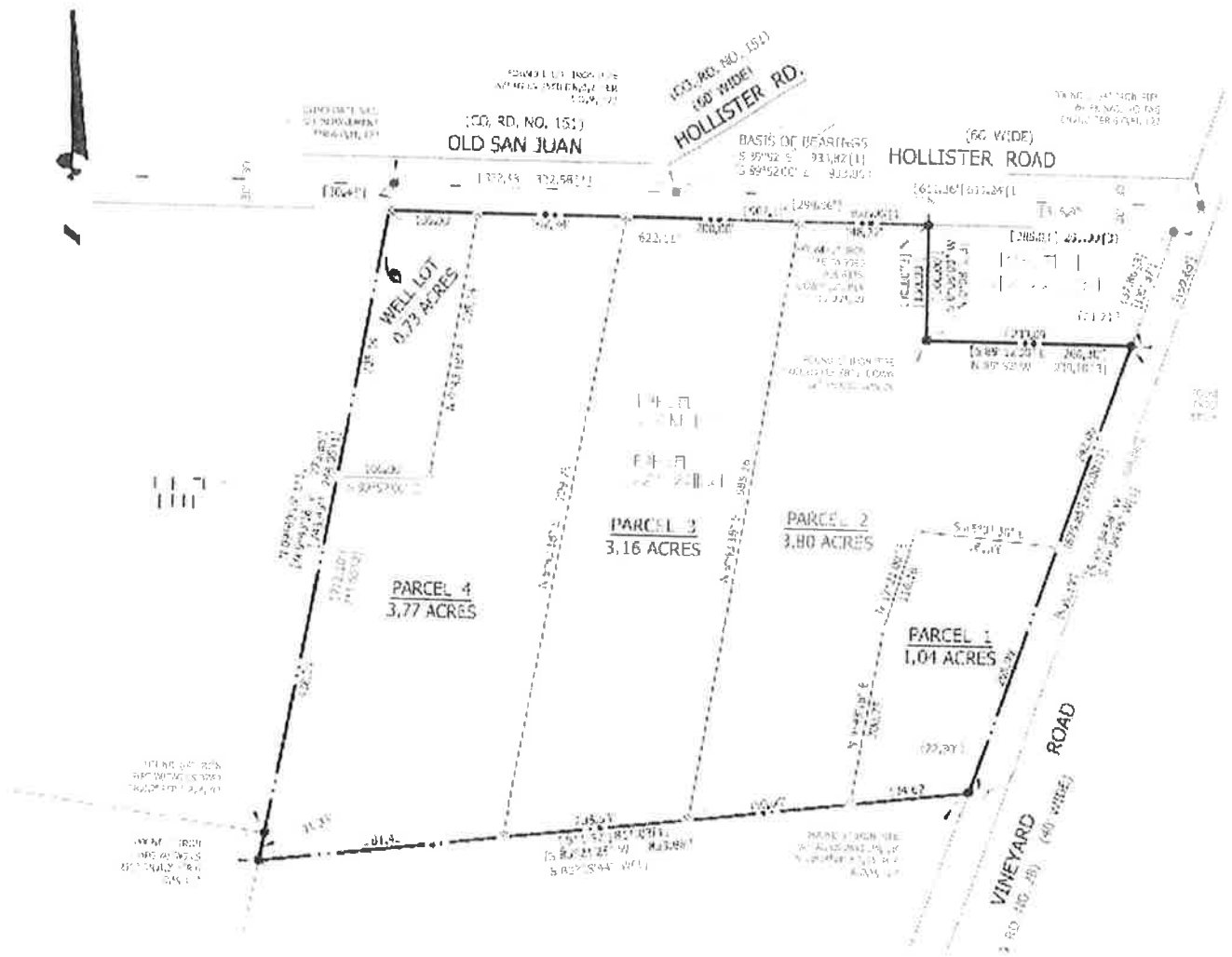


Exhibit B
Legal Description of Well 3 Property pre-
agreement close
(.78 acres)

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(S). 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. 2010-0902964, 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°08' 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 CITY COUNCIL STAFF REPORT

AGENDA TITLE: APPROVE THE FRANKLIN PARK DESIGN

MEETING DATE: December 1, 2020

SUBMITTED BY: Rochelle Eagen, Lead Library Tech

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION:

Approve site design allowing submittal of application for grant funds allocated and approved by City Council on November 17, 2020 Resolution 2020-65.

BACKGROUND INFORMATION:

The State of California Natural Resources Agency Department of Parks and Recreation Office of Grants and Local Services (OGALS) per capita program, originating from Proposition 68 placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018 has allocated to the City of San Juan Bautista \$177,952.

The City Council passed Resolution 2020-65 acknowledging the allocation and allowing for application(s) to be submitted. Grant funds can be used on multiple sites with separate applications.

The family of Glenny Farney, the first to move into the Mission Village subdivision, referred to as "Franklin Circle", bequeathed money from her estate upon her passing as seed money for the development of a park in the center of Franklin Circle. In the ensuing years Mary Morales, a resident of Franklin Circle, has brought the subject before three City Managers. The land was determined to belong to the City after much research was done by the City Planner and on August 18, 2020 the City Council authorized an agreement with Joni L. Janecki & Associates to prepare plans and specifications for Franklin Circle Park based on the original concept drawn by Jimmie Martin, a resident of Franklin Circle. The land was surveyed and Mr. Martin's design was modified to meet City building standards. The residents of Franklin Circle provided feedback and have chosen the design attached. The residents are fully behind the development of the Park and are ready to help in any way they are able during the construction process.

ATTACHMENTS:

1. Park Design
2. Resolution



RAISED VEGETABLE BEDS

MACQUINN GUNFLOORS: THE NEW MACQUINN

AGGESSIVE BEHAVIOR IN THE MYRTLE

15

SCHEMATIC OF THE PROPOSED MODEL

THE UNIVERSITY OF CALIFORNIA, BERKELEY

33

33

1

RESOLUTION 2020 - xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN JUAN BAUTISTA APPROVING A MINOR SITE AND DESIGN REVIEW FOR THE CONSTRUCTION OF A PARK ON FRANKLIN CIRCLE

WHEREAS, the Planning Commission has reviewed the information provided from City Staff, and

WHEREAS, the Planning Commission reviewed the staff report for the project together with findings that the proposed Minor Site and Design Review is categorically exempt from CEQA (California Environmental Quality Act) review per Sections 15300.2 and 15301, and

WHEREAS, the Planning Commission has considered the information and makes the following finding to approve the Minor Site and Design Review request.

1. That the proposed Minor Site and Design Review is compliant with the Design Guidelines, has no impact on the site and surrounding uses, and will provide a benefit to park visitors.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of San Juan Bautista hereby approves a Minor Site and Design Review for a new park located on Franklin Circle.

PASSED AND ADOPTED by the Planning Commission of the City of San Juan Bautista at a regular meeting held on December 1, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Freels, Chairperson

ATTEST:

Trish Paetz, Deputy City Clerk

ORDINANCE NO. 2020-03

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

-o0o-

WHEREAS, the City Council asked the City Attorney to provide the City Council with an Ordinance to change the process for appointment of members to the Planning Commission so that an ad hoc subcommittee reviewed applications and resumes, interviewed candidates and made a recommendation to the City Council for Planning Commission members.

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

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

2-3-110 Qualifications – Appointment – Term.

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

(B) Planning Commission member's terms shall be four (4) years, which terms shall be staggered.

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

(D) When there is a vacancy to be filled on the Planning Commission, except for a successful reappointment of a Planning Commission member for a successive, consecutive term as defined in Paragraph (E), the City Council shall appoint an ad hoc subcommittee of two members to receive applications and/or resumes, select qualified candidates for interviews, conduct interviews and make a brief report with a recommendation to the City Council. The City Council shall consider and vote on the recommendation and shall appoint the applicant who receives a majority of votes, to the Planning Commission. If an applicant does

not receive a majority of votes, the ad hoc subcommittee shall select a new candidate and present that candidate to the City Council at the following meeting.

(E) The City Council may, upon expiration of the Planning Commission member's term, reappoint a Planning Commission member for a successive, consecutive term, without requiring an ad hoc subcommittee to conduct interviews and make a recommendation. If the Planning

Commissioner, whose term has expired, is not reappointed, the Council may direct the ad hoc subcommittee to review credentials and interview that Planning Commissioner, or to also consider other candidates for appointment to the City Council, as set forth in Paragraph (B).

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

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

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

THE FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the 16th day of June, 2020, and was adopted at a regular meeting of the San Juan Bautista City Council on the 18th day of August, 2020, by the following vote:

AYES: Edge, Jordan, Flores, DeVries, Freeman
NOES: None

Ordinance 2020-03, Planning Commissioner Appointment

ABSENT: None

ABSTAIN: None


Mary Vazquez Edge, Mayor

ATTEST:


Laura Cent, City Clerk

APPROVED AS TO FORM:

Deborah Mall, City Attorney