

COMPENSATION AGREEMENT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34180(f)
REGARDING FORMER REDEVELOPMENT AGENCY PROPERTY
TRANSFERRED TO CITY OF HOLLISTER
FOR FUTURE REDEVELOPMENT ACTIVITY

This Agreement, dated for reference purposes as of June 1, 2014, is entered into by and among the City of Hollister, the County of San Benito, the San Benito High School District, the Gavilan Joint Community College District, the Hollister School District, the San Benito County Office of Education, the San Benito Water District and the San Benito County Health Care District on the basis of the following facts, understandings, and intentions of the Parties:

RECITALS

- A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.
- B. Pursuant to the Redevelopment Dissolution Statutes, the Former RDA was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.
- C. Accordingly, ownership of the Former RDA's properties that had been acquired to implement the Redevelopment Plan transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.
- D. The Successor Agency received a "Finding of Completion" from the DOF, dated April 26, 2013, confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, and entitling the Successor Agency to prepare and submit a Long-Range Property Management Plan (the "LRPMP", as further defined in Section 1) to the Oversight Board and the DOF for approval.
- E. The Successor Agency initially prepared and obtained Oversight Board approval of its LRPMP in October 2013, calling for certain of the properties to be transferred by the Successor Agency to the City for future disposition by the City and development by selected developers to implement projects identified in the Redevelopment Plan.
- F. The Successor Agency amended the LRPMP in December of 2014 to address the desire of the community to utilize one of the properties for possible governmental uses and to comply with the DOF directive that, to obtain DOF approval, the initial LRPMP needed to be amended to provide for preparation and execution of a compensation agreement among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f), providing for specified proceeds of the City's subsequent disposition of one of the properties to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

G. The revised LRPMP was approved by the Oversight Board on January 2, 2014 and submitted to the DOF on January 7, 2014. The DOF approved the revised LRPMP by letter dated February 21, 2014.

H. The Parties desire to enter into this Agreement to comply with this DOF directive and the terms of the revised LRPMP for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "400 Block Property" means an approximately 17,400 square foot grassy lot located at 400, 410, 414, 420, 422, 426, 430, 434 & 438 San Benito Street to the extent not a portion of Briggs Alley that is owned by the Successor Agency and that is subject to the terms of the LRPMP and this Agreement, as more fully described in the LRPMP.

(b) "Agreement" means this Compensation Agreement Pursuant to Health and Safety Code Section 34180(f) Regarding Former Redevelopment Agency Property Transferred to City of Hollister for Future Redevelopment Activity, as may be amended from time to time.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "City" means the City of Hollister.

(e) "County Auditor-Controller" means the San Benito County Auditor-Controller.

(f) "Developer" means the developer to which the City disposes of the 400 Block Property.

(g) "DDA" means the disposition and development agreement between the City and the Developer for the 400 Block Property, as further described in Section 5.

(h) "Disposition Proceeds" means the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the 400 Block Property pursuant to the DDA, less the sum of the City's actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, the Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the 400 Block Property:

(1) the City's actual costs for normal maintenance, management and insurance of the 400 Block Property from the date the 400 Block Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the 400 Block Property is disposed of by the City to the Developer pursuant to the DDA; plus

(2) the City's actual costs of any capital improvements or repairs to maintain the 400 Block Property in a safe and lawful condition incurred from the date the 400 Block Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the 400 Block Property is disposed of by the City to the Developer pursuant to the DDA; plus

(3) the City's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, deemed necessary or desirable to be paid by the City for the 400 Block Property to prepare the 400 Block Property for disposition; plus

(4) the City's actual costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the 400 Block Property; plus

(5) any broker's commissions or other costs of sale payable by the City for the disposition of the 400 Block Property.

(i) "Disposition Proceeds Receipt Date" means the date on which the City receives the proceeds from the disposition of the 400 Block Property to the Developer.

(j) "Disposition Proceeds Statement" means, with respect to the 400 Block Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 6(b).

(k) "DOF" means the California Department of Finance.

(l) "Effective Date" has the meaning given in Section 2.

(m) "ERAF" means the Educational Revenue Augmentation Fund maintained by the County Auditor-Controller.

(n) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) "Former RDA" means the Redevelopment Agency of the City of Hollister.

(p) "LRPMP" means the Long Range Property Management Plan of the Successor Agency as it exists from time to time. As of June 1, 2014, the LRPMP consists of the Supplement Long-Range Property Management Plan dated December 27, 2013, as approved by the Oversight Board on January 2, 2014 and as approved by the DOF by letter dated February 21, 2014.

(q) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(r) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(s) "Redevelopment Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, and AB 1484 enacted in June 2012.

(t) "Redevelopment Plan" means the Amended and Restated Community Development Plan for the Hollister Redevelopment Project adopted by the City Council of the City by Ordinance No. 976 on June 17, 2002, as amended.

(u) "Successor Agency" means the Successor Agency to the Redevelopment Agency of the City of Hollister.

(v) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: City of Hollister, the County of San Benito, the San Benito High School District, the Gavilan Joint Community College District, the Hollister School District, the San Benito County Office of Education, the San Benito Water District and the San Benito County Health Care District. "Taxing Entities" shall also mean and include ERAF if and to the extent the County Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon approval of this Agreement by all Parties. Promptly following the effectiveness of this Agreement, the City shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

Section 3. Signatories With Respect To Certain Funds.

(a) Water District Funds. The San Benito Water District (the "Water District") administers the following special funds, and, in addition to entering into this Agreement for the Water District itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

San Benito County Water Conservation and Flood Control
District - D.W. Administration

San Benito County Water Conservation and Flood Control
District - Zone #3

San Benito County Water Conservation and Flood Control
District - Zone #6

San Benito County Water Conservation and Flood Control
District - Zone Administration

(b) College District Funds. The Gavilan Joint Community College District (the "College District") administers the following special funds, and, in addition to entering into

this Agreement for the College District itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

Gavilan Joint Community College District

Santa Clara County Equalization Aid

(c) ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of the 400 Block Property. Pursuant to direction from the DOF, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

Section 4. Conveyance of the 400 Block Property to the City. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the County Auditor-Controller set forth in Section 6, the Parties understand that the Successor Agency shall convey, and the City shall accept, all of the interest in and to the 400 Block Property. The Successor Agency's conveyance of the 400 Block Property to the City shall be by grant deed in form reasonably acceptable to the Successor Agency and the City.

Section 5. Disposition of the 400 Block Property by the City. Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the time frames set forth in the LRPMP, the City shall use diligent good faith efforts to select the Developer for the 400 Block Property, negotiate and obtain approval and execution of the DDA for the 400 Block Property, and dispose of the 400 Block Property to the Developer in accordance with the DDA to obtain the Disposition Proceeds for distribution through the County Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of the 400 Block Property in accordance with the Redevelopment Plan. The 400 Block Property will be disposed of and developed pursuant to the approved DDA. As required by Government Code Section 52201, the purchase price or lease payments to be paid by the Developer of the 400 Block Property under the DDA shall be an amount that is determined to be not less than the 400 Block Property's fair market value at highest and best use, or the 400 Block Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the DDA. Among other provisions, the DDA will require the Developer to:

- (a) Meet specified pre-disposition conditions demonstrating its readiness and ability to commence construction;
- (b) Develop the 400 Block Property in accordance with the General Plan, the Redevelopment Plan, and the specific land use entitlements granted by the City; and
- (c) Commence and complete construction of the approved development within specified deadlines.

Upon the execution of the DDA for the 400 Block Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the 400 Block Property, the City shall remit the Disposition Proceeds for the 400 Block Property to the County Auditor-Controller for subsequent distribution by the County Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the County Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on June 1, 2014, as provided by the County Auditor-Controller.

(b) Accounting Requirements. At the time of the distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the County Auditor-Controller a statement that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds. The County Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Interim Use of 400 Block Property. The City is authorized to continue the use of the 400 Block Property for non-profit activities open to the public until the DDA can be negotiated for a keystone commercial or mixed use development on the 400 Block Property. The Parties understand that the City does not charge for such interim uses and in any event the Taxing Entities agree that they will not share in any compensation (although none is anticipated) that the City may receive for the interim uses of the 400 Block Property.

Section 8. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of the 400 Block Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination and the City shall have the right to recover all Disposition Proceeds from all Taxing Entities that were distributed by the City prior to the effective date of the Early Termination with the next allocation of property taxes disbursed by the County Auditor-Controller and any following disbursements of property taxes as needed to reimburse the City.

Section 9. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Benito County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

reference: (k) Exhibits. The following exhibits are incorporated in this Agreement by

Exhibit A: List of Addresses for Notice Purposes

Exhibit B: Illustrative Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

Signatures on Following Pages

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

CITY OF HOLLISTER

August 4, 2014


City Clerk

By: 

Print Name: Ignacio Velazquez

Title: Mayor

COUNTY OF SAN BENITO

By: 

Print Name: Jerry Muenzer

Title: Board Chairman

SAN BENITO HIGH SCHOOL DISTRICT

By: 

Print Name: Evelyn Muro

Title: Board President

GAVILAN JOINT COMMUNITY COLLEGE
DISTRICT

By: 

Print Name: Dr. Steven M. Kinsella

Title: Superintendent/President

HOLLISTER SCHOOL DISTRICT

July 22, 2014

By: Elizabeth Martinez
Print Name: Elizabeth Martinez

Title: Board President

SAN BENITO COUNTY
SUPERINTENDENT OF SCHOOLS

By: Mike Sanchez
Print Name: Mike Sanchez

Title: County Superintendent of Schools

SAN BENITO COUNTY WATER DISTRICT

July 30, 2014

By: John Tobias
Print Name: John Tobias

Title: Board President

SAN BENITO COUNTY HEALTH CARE
DISTRICT

July 24, 2014

By: Ken Underwood
Print Name: KEN UNDERWOOD

Title: CEO

EXHIBIT A

LIST OF ADDRESSES FOR NOTICE PURPOSES

City Manager City of Hollister 375 5th Street Hollister, CA 95023	Superintendent San Benito High School District 1220 Monterey Street Hollister, CA 95023
County Administrative Officer County of San Benito 481 4th Street Hollister CA 95023	Superintendent San Benito County Office of Education 460 5 th Street Hollister, CA 95023
Superintendent Gavilan Joint Community College District 5055 Santa Teresa Blvd. Hollister, CA 95020	Chief Executive Officer San Benito County Health Care District 911 Sunset Drive Hollister, CA 95023
Superintendent Hollister School District 2690 Cienega Road Hollister, CA 95023	District Manager San Benito County Water District 30 Mansfield Road Hollister, Ca 95023

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
City of Hollister	10.2782%
San Benito County General Fund	9.8356%
Hollister School District	28.1363%
San Benito High School District	23.2052%
Gavilan Joint Community College District	8.0269%
San Benito County Office of Education	3.1625%
San Benito County Water Conservation and Flood Control District - D.W. Administration	0.1738%
San Benito County Water Conservation and Flood Control District - Zone #3	0.7683%
San Benito County Water Conservation and Flood Control District - Zone #6	0.8947%
San Benito County Water Conservation and Flood Control District - Zone Administration	0.0904%
San Benito Health Care District	2.0745%
Santa Clara County Equalization Aid	0.0210%
Educational Revenue Augmentation Fund	13.3326%
TOTAL	100.0000%

RESOLUTION NO. 2014-157

**A RESOLUTION OF THE CITY COUNCIL OF the CITY OF HOLLISTER
APPROVING A COMPENSATION AGREEMENT BETWEEN THE CITY
OF HOLLISTER, AND OTHER AFFECTED TAXING ENTITIES
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34180(f)**

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, collectively the "Dissolution Acts"), the Redevelopment Agency of the City of Hollister (the "Former RDA") was dissolved as of February 1, 2012, and the City of Hollister, acting in a separate limited capacity and known as the Successor Agency to the Redevelopment Agency of the City of Hollister, has elected to serve as the successor agency (the "Successor Agency") to the Former RDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate legal entity from the City of Hollister (the "City"); and

WHEREAS, the City Council (the "City Council") of the City serves in a separate capacity as the governing board of the Successor Agency; and

WHEREAS, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, by Ordinance No. 976 dated June 17, 2002, the City Council of the City of Hollister adopted the Amended and Restated Community Development Plan for the Hollister Redevelopment Project (the "Redevelopment Plan"), which Redevelopment Plan was being implemented by the Former RDA up until its dissolution; and

WHEREAS, the real property and specified other assets of the Former RDA were transferred to the ownership and control of the Successor Agency as of February 1, 2012, pursuant to Health and Safety Code Section 34175(b), including an approximately 17,400 square foot grassy lot located at 400, 410, 414, 420, 422, 426, 430, 434 & 438 San Benito Street to the extent not a portion of Briggs Alley (the "400 Block Property"); and

WHEREAS, the 400 Block Property was acquired by the Former RDA for redevelopment with uses consistent with, and for projects identified in, the Redevelopment Plan; and

WHEREAS, on April 26, 2013, the Successor Agency received a "Finding of Completion" from the California Department of Finance (the "DOF") pursuant to Health and Safety Code Section 34179.7, confirming that the Successor Agency had made specified required payments under the Dissolution Acts; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency then prepared a Long-Range Property Management Plan in October 2013, as supplemented in the Supplement Long-Range Property Management Plan dated December 27, 2013 (as so supplemented the "LRPMP"); and

WHEREAS, the LRPMP was submitted by the Successor Agency to the Oversight Board and was approved by the Oversight Board by resolution on January 2, 2014; and

WHEREAS, the LRPMP was then submitted to the DOF and was approved by the DOF by letter of February 21, 2014; and

WHEREAS, the LRPMP provides for the 400 Block Property to be conveyed by the Successor Agency to the City for further redevelopment activities by the City consistent with the Redevelopment Plan and the LRPMP, such conveyance to the City to occur upon satisfaction of the following conditions (the "Conveyance Conditions"):

1. The full execution of a compensation agreement (the "Compensation Agreement") between the City and the affected taxing entities (as listed in the Compensation Agreement, the "Affected Taxing Entities") pursuant to Health and Safety Code Section 34180(f);

WHEREAS, the City of Hollister is one of the Affected Taxing Entities; and

WHEREAS, the City of Hollister has prepared the Compensation Agreement in the form on file with the City of Hollister City Clerk for consideration of approval as required by the LRPMP; and

WHEREAS, the City is proceeding to obtain execution of the Compensation Agreement by the other Affected Taxing Entities; and

WHEREAS, the staff report (the "Staff Report") for this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hollister hereby finds, resolves, approves, determines, and directs as follows:

SECTION 1. The above Recitals are true and correct, and together with the Staff Report and other information provided by the staff and the public, form the basis for the findings and actions set forth in this Resolution.

SECTION 2. Pursuant to Health and Safety Code Section 34180(f), the City Council of the City of Hollister hereby approves the Compensation Agreement in the form on file with the City Clerk of the City of Hollister, and authorizes execution of the Compensation Agreement by the City Manager of the City of Hollister, with only such non-substantive modifications as may be approved in writing by the City of Hollister's legal counsel and with any modifications that are required by the DOF.

SECTION 3. The actions set forth in this Resolution shall be subject to effectiveness in accordance with Health and Safety Code 34179(h).

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held this 4th day of August, 2014, by the following vote:

AYES: Council Members Friend, Valdivia, Gomez, and Mayor Velazquez.

NOES: None.

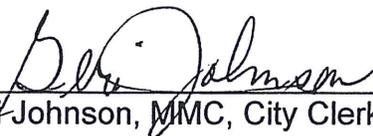
ABSTAINED: None.

ABSENT: None.



Ignacio Velazquez, Mayor

ATTEST:



Geri Johnson, MMC, City Clerk

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER

APPROVED AS TO FORM:

L+G LLP Attorneys at Law



Paul Rovella, City Attorney