

MINUTES

City of Guadalupe

**Regular Meeting of the Guadalupe City Council
Special Meeting of the Successor Agency to the Guadalupe Redevelopment Agency
Board**

**Tuesday, January 12, 2021 at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers**

ROLL CALL: at 6:01 pm

Council Member Liliana Cardenas
Council Member Gilbert Robles
Council Member Eugene Costa Jr.
Mayor Pro Tempore Tony Ramirez
Mayor Ariston Julian

Council Member Costa Jr. and Mayor Pro Tem Ramirez Absent

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

At this time the City Council will review the order of business to be conducted and receive requests for, or make announcements regarding, any change(s) in the order of the day.

COMMUNITY PARTICIPATION FORUM

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. This time is reserved to accept comments from the public on Consent Calendar items, Ceremonial Calendar items, Closed Session items, or matters not otherwise scheduled on this agenda. Pursuant to provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

- *Ms. Jeannie Mello expressed to the City Council, Staff, and Citizens her hope that the City work towards providing an improved platform for communication of city events and other important*

happenings. Ms. Mello said that City of Grover Beach, California does a nice job using its website (notify me) to inform their citizens of upcoming events, etc.

PROCLAMATION

1. Human Trafficking Awareness Month – January 2021

- *Mayor Julian read out loud the Proclamation about Human Trafficking Awareness Month.*

CONSENT CALENDAR

The following items are presented for City Council approval without discussion as a single agenda items in order to expedite the meeting. Should a Council Member wish to discuss or disapprove an item, it must be dropped from the blanket motion of approval and considered as a separate item.

Prior to the approval of the consent agenda, Ms. Shirley Boydston asked about the following consent agenda items:

Item 3. Warrants. Page 4. Ms. Boydston asked about the \$420.00 expenditure, under the title of Baker & Hostetler LLP. Staff indicated that they would review the item and follow up with Ms. Boydston and the City Council the following day with an answer. On Page 21 of the warrants, Ms. Boydston asked about the \$3,939.40 expenditure from United Rentals. Public Works Director Ms. Shannon Sweeney replied: These funds were for the rental of a lift to repair corrosion at the top of our tank at 303 Obispo. This corrosion was identified as a system deficiency as part of our sanitary survey inspection that is held every three years.

Item 7. Adopt Resolution No. 2021-02 approving Short Range Transit Plan. Ms. Boydston stated her satisfaction with the detail and data driven report authored by Moore & Associates. Ms. Boydston added a recommendation that bathrooms be added to the transit center if it becomes a transit hub and recommended that the ADA door-to-door service be maintained.

Item 9a. Police and Fire Department Report for November 2020. Ms. Boydston asked about the 5 vehicles and theft / cost etc. Public Safety Director Mr. Michael Cash responded by stating In Public Safety Monthly Report, stolen vehicle cost is not included in theft cost because they cannot be properly cost evaluated to be included in the reporting.

Item 9f. Public Works Department Report for December 2020. Ms. Boydston wondered about the damaged EV station at the City parking lot. Ms. Sweeney indicated that the electrician recommended splitting the 40-amp service into two 40 amp services one for each charger. Ms. Boydston then proceeded to ask about the damaged sign/post apparatus hit by a vehicle at Obispo near the Pasadera development. It was stated that this damage is the responsibility of the Pasadera development to fix. Also discussed was the damaged sign hit by a vehicle near 5th street. Ms. Sweeney is submitting a claim.

- 2. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting, unless City Council indicates otherwise.**
- 3. Ratify payment of warrants for the period ending December 22, 2020.**

4. Approve the Minutes of the City Council Regular Meeting of December 8, 2020 to be ordered filed.
5. Receive the November 2020 Financial Report.
6. Adopt Resolution No. 2021-01 rejecting all proposals for audit services and approve an extension of the contract with Badawi & Associates for auditing services for fiscal year 2020-21.
7. Adopt Resolution No. 2021-02 approving the Short Range Transit Plan.
8. Appoint Amelia M. Villegas to the City Clerk office.
9. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
 - a. Police and Fire Department Report for November 2020
 - b. City Treasurer's Department Report for November 2020
 - c. Parks and Recreation Department Report for November 2020
 - d. Human Resources Department Report for December 2020
 - e. Planning Department Report for December 2020
 - f. Public Works Department Report for December 2020
 - g. Building Department Report for December 2020

Motion made by Council Member Cardenas and 2nd by Council Member Robles to approve the Consent Calendar.

3/0 passed

CITY ADMINISTRATOR REPORT: (Information Only)

City Administrator Todd Bodem called upon the Public Works Director Ms. Shannon Sweeney to provide an update and schedule for the Obispo waterline project. Ms. Sweeney mentioned that: This project is scheduled to begin next week. It involves replacement of a 4- and 6- inch water line in Obispo Street from 9th St. to 11th St. This project was identified in the 2014 Water Master Plan to improve fire flows to the elementary school. On street parking will not be available for the duration of the project, which is expected to last until the first week in March. City Hall will remain open, and the contractor has indicated that they will adjust the schedule to accommodate Thursday food delivery at the Senior Center.

DIRECTOR OF PUBLIC SAFETY REPORT: (Information Only)

Public Safety Director Mr. Michael Cash talked about the following:

- *Introduced the new Emergency Manager, Mr. Zach Jones*
- *Jones has been in the emergency preparedness field for the last seven (7) years*

- *Jones spent the last five (5) years as the Emergency Manager of a college in the San Diego area*
- *Jones graduated from the F.E.M.A. Emergency Preparedness Training Academy in Maryland*

Mr. Jones stepped up to the podium and talked about his background and desire to work of the City of Guadalupe.

PUBLIC HEARING

10. Public Hearing to consider minor modifications (photo voltaics) to the approved Riverview Apartments, 2020-107-DR, located at 235 Calle Cesar Chavez (APN 113-030-055).

Written Report: Larry Appel, Contract Planning Director

Recommendation: That the City Council continue this item to the January 26, 2021 meeting.

City Administrator Todd Bodem stated that the reason this item is recommended to be continued to the January 26, 2021 City Council meeting is because the applicant did not follow proper noticing requirements advising property owners by mailing within 300 feet of the applicant. Hence, the item is recommended to be continued to avoid the cost of publishing a new notice in the newspaper. The applicant is aware and will obtain the radius report labels from the title company and follow the correct procedure for the proposed continued Public Hearing on January 26, 2021 in consideration of the Riverview Apartments minor modifications.

Motion made by Council Member Cardenas and 2nd by Council Member Robles to continue this item to the January 26, 2021 Council meeting.

3/0 passed

FUTURE AGENDA ITEMS

- *To move No Overnight Camping Ordinance item from the January 26th agenda to Other Unscheduled Items (Future Agenda Items)*
- *Add City Clerk Oath of Office to the February 9, 2021 agenda*

ANNOUNCEMENTS - COUNCIL ACTIVITY/COMMITTEE REPORTS

Councilmember Liliana Cardenas conveyed the following activities/announcements:

1. *The deadline to the Scholarship Foundation of Santa Barbara, which is specific funds for students from Guadalupe, is this Friday, January 15th.*
2. *Veggie Rescue is a non-profit that collects excess produce and delivers it to entities that serve those in need. They are hoping to make a connection with Guadalupe's food distribution sites so*

Councilmember Cardenas has given Recreation Coordinator Mr. Charlie Guzman's email to make the connection.

Mayor Ariston Julian announced that he attended by way of Zoom the Santa Barbara County Association of Governments (SBCAG) and learned:

- 1. That SBCAG has appropriated over \$300,000 in grant funding to assist the California Department of Transportation (Caltrans) to study Highway 1 and the Union Pacific Railroad intersection, knowing there is a lot of train activity/switch that has the potential for conflict with vehicular and pedestrian traffic.*
- 2. The Mayor continued further to discuss another subject discussed at SBCAG about the Regional Housing Needs Assessment (RHNA) regarding affordable housing mandates around the County including Guadalupe. Mayor Julian said that the City is sitting very good in meeting its RHNA numbers.*
- 3. Lastly, Mayor Julian mentioned that the Food Distribution held every Thursday, started about 39 weeks ago, and the number of recipients for food and other items have grown from 100 to over 300 who accepted the much-needed items.*

Council Member Robles expressed his concern on why the County 'lumps' the City of Guadalupe into the County's unincorporated COVID-19 database statistical categories knowing that the City is a municipal corporation, solely. Staff will inquire with the County and see if they are willing to separate Guadalupe from the unincorporated areas in Santa Barbara County.

Motion made by Council Member Cardenas and 2nd by Council Member Robles to adjourn to the Successor Agency Board Meeting at 6:45pm

3/0 passed

ADJOURNMENT TO THE SUCCESSOR AGENCY BOARD MEETING

- 11. Recognized Obligation Payment Schedule for the July 1, 2021 through June 30, 2022 period.**

Written Report: Cheryl Murase, Consultant to the Successor Agency

Recommendation: That the Successor Agency adopt SA Resolution No. 2021-01 entitled "Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe approving the Recognized Payment Schedule for the July 1, 2021 through June 30, 2022 period".

Cheryl Murase, Consultant to the Successor Agency (SA) was not in attendance to present the Recognized Obligation Payment Schedule (ROPS) for the July 1, 2021 through June 30, 2022. Instead, City Administrator Todd Bodem presented the ROPS payment schedule and provided a summary of the line items within the payment schedule and background below:

Mr. Bodem stated that the ROPS 21-22 for the SA which covers the period beginning July 2021 through June 20, 2022. The ROPS 21-22 is separated into two annual periods known as ROPS 21-22A (July 1, 2021-December 30, 2021) and ROPS 21-22B (January 1, 2022 – July 30, 2022).

The period shown as 21-22A (July 2021 – December 2021) is requesting funding for the following obligations:

Line 10 Property Management – Al’s Union	\$ 7,500
Line 23 Guadalupe City Admin. Cost Allowance	\$ 70,750
Line 28 2017 Tax Allocation Refunding Bonds	\$ 359,069
Line 30 Bond Disclosure Services (HdL)	\$ 0
Line 31 Fiscal Agent Fees – 2017 Bonds	\$ 2,500
Total Requested RPTTF Funding	\$ 439,819
Total coming from Reserves	\$ 292,066
Total for ROPS 21-22A	\$ 731,885

The period shown as 21-22B (January 2022 – June 2022) is requesting funding for the following obligations:

Line 10 Property Management – Al’s Union	\$ 7,500
Line 23 Guadalupe City Admin. Cost Allowance	\$ 69,807
Line 28 2017 Tax Allocation Refunding Bonds	\$ 0
Line 30 Bond Disclosure Services (HdL)	\$ 1,175
Line 31 Fiscal Agent Fees – 2017 Bonds	\$ 0
Total Requested RPTTF Funding	\$ 78,482
Total Coming from Reserves	64,534
Total for ROPS 21-22B	\$ 143,016

The total being requested for ROPS 21-22 is \$ 874,901

Line 10 Property Management – Al’s Union – reflects anticipated utility costs not reimbursed from the State Grant program.

Line 23 Guadalupe City Admin Cost Allowance – Administrative Cost for the Guadalupe Successor Agency operations.

Line 28 2017 Tax Allocation Refunding Bonds – The 2017 Tax Allocation Refunding Bonds (the 2017 Bonds) refunded the Guadalupe Redevelopment Agency’s Tax Allocation Refunding Bonds, Series 2003. Pursuant to the 2017 Bond Indenture, the Successor Agency is obligated to request 100% of the debt service due from August 2, 2021 through August 1, 2022 (see Column O). Amounts shown in Columns M and S are amounts reserved from the approved ROPS 20-21 RPTTF Revenues.

Line 30 Bond Disclosure Services (HdL) – In accordance with the Continuing Disclosure Agreement for the 2017 Bonds, the Successor Agency is obligated to file and Annual Continuing Disclosure Report (the Annual Report). Amount requested if for the preparation and dissemination of the Annual Report for the 2017 Bonds. The Annual Report is due on March 31, 2022.

Line 31 Fiscal Agent Fees – 2017 Bonds - Annual fee of the Fiscal Agent to administer the 2017 Bonds in accordance with the 2017 Bonds Indenture.

Council Member Cardenas and Robles both asked about how the ROPS are funded. Mr. Bodem stated that after the Dissolution of the Redevelopment Agency (RDA), the California Community Development Law authorized redevelopment agencies to receive that portion of property tax revenue generated by the project area taxable values that are over the above the Base Year value. These expenses are covered from the amount of the current year taxable value that is more than the Base Year value which is referred to as incremental taxable value to cover said costs.

If the SA adopts Resolution No. 2021-01, the ROPs resolution is passed on the Santa Barbara Oversight Board (OB), and if passed, it goes to the Department of Finance (DOF) by no later than February 1, 2021.

Mayor Ariston Julian stated the reason former Governor Brown dissolved the RDA (which was an extremely good economic development tool for cities), was for the State to redirect RDA revenue to help cover deficits in California educational institutions, leaving cities with a complicated means to address bonded indebtedness, projects, buildings, and properties left behind. He hopes new economic development tools get enacted to help cities like Guadalupe to support business and economic development opportunities.

Motion made by Council Member Cardenas and 2nd by Council Member Robles to adopt SA Resolution No. 2021-01 approving the Recognized Obligation Payment Schedule for the July 1, 2021 through June 30, 2022 period.

3/0 passed

ADJOURNMENT

Motion made by Council Member Robles and 2nd by Council Member Cardenas to adjourn at 7:03pm 3/0

Prepared by:

Approved by:

Todd Bode, Deputy City Clerk

Ariston Julian, Mayor



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 26, 2021

Prepared by:
Shannon Sweeney
Public Works Director/City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Adoption of a Resolution approving a contract with Willdan Financial Services in the amount of \$38,875.00 for the development of the 2021 Utility Rate Study.

RECOMMENDATION:

That the City Council adopt Resolution No. 2021-03 approving a contract with Willdan Financial Services in the amount of \$38,875.00 for the development of the 2021 Utility Rate Study and authorizing the Mayor to sign the contract on behalf of the City.

BACKGROUND:

The City of Guadalupe Utility Rate Study was last updated in November 2015. That rate study provided the basis for water and wastewater rate adjustments through January 2021. Maintaining a current utility rate study helps the City ensure that its water and wastewater rates are adequate to meet the ongoing operation, maintenance, and capital improvements necessary to provide sustainable water and wastewater service to the community and also forms the basis for rate adjustments for the upcoming years. Without conducting a utility rate study at this time, the City will not have sufficient information to evaluate rate adjustments past calendar year 2021.

City staff prepared a Request for Proposals (RFP) and issued it on November 13, 2020 by mailing it to four qualified consultants and posting it on the City's website. Proposals were due Tuesday, December 15, 2020. Proposals were received from each of the four consultants that received a copy of the RFP.

DISCUSSION:

Costs provided by the four bidders ranged from \$26,955-\$38,875, with three of the four bids over \$36,000. The four proposals received were evaluated by a team consisting of the City Administrator, Finance Director, and Public Works Director. The proposals were evaluated on their understanding of the work, experience with small cities, the knowledge of the team, their ability to meet the schedule provided, their value to the City, and whether they followed the directions in the RFP. The top candidate, Willdan Financial Services, provided information in their proposal showing that they had researched the City's financial situation, demonstrated knowledge of California regulations associated with rate setting,

and met the time schedule requested. Although they were the most expensive of the four bidders, they were very close in price to two of the three other bidders and presented the most comprehensive proposal. After evaluating all the candidates on the multiple criteria, the evaluation team agreed that Willdan Financial Services presented the best proposal to the City.

FINANCIAL IMPACT:

Although the proposal from Willdan Financial Services was the most expensive at \$38,875, it is well within the \$60,000 in the FY 20 – 21 budget.

ATTACHMENTS:

1. Resolution No. 2021-03, approving contract with Willdan Financial Services for 2021 Utility Rate Study
2. Agreement with Willdan Financial Services

RESOLUTION NO. 2021-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING A CONTRACT WITH WILLDAN FINANCIAL SERVICES FOR THE DEVELOPMENT OF THE 2021
UTILITY RATE STUDY**

WHEREAS, the City of Guadalupe Utility Rate Study was last updated in November 2015 and provided the basis for water and wastewater rate adjustments through January 2021; and

WHEREAS, maintaining a current utility rate study helps the City to ensure that its water and wastewater rates are adequate to meet the ongoing operation, maintenance, and capital improvements necessary to provide sustainable water and wastewater service to the community and also forms the basis for rate adjustments for the upcoming years; and

WHEREAS, the City received four proposals from a Request for Proposals (RFP) issued on November 14, 2020, which were evaluated based on their understanding of the work, experience with small cities, the knowledge of the team, their ability to meet the schedule provided, their value to the City, and whether they followed the directions in the RFP; and

WHEREAS, Willdan Financial Services presented the most comprehensive proposal, and although the most expensive, is very close in range to two of the three other proposals and was well under the budget for this project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

1. That the City Council of the City of Guadalupe approves the contract with Willdan Financial Services (attached to the staff report for this item) in the amount of \$38,875.00 for the development of the 2021 Utility Rate Study and granting the City Administrator the ability to approve payments up to 15% beyond the proposal.
2. That the Mayor is authorized to sign said contract on behalf of the City.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-03**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
WILLDAN FINANCIAL SERVICES**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 26th day of January, 2021, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and Willdan Financial Services, a California Corporation ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission.

All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the

City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement resulting from the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence, active negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by CONTRACTOR, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. CONTRACTOR agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

CONTRACTOR shall provide the following types and amounts of insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.

(4) Errors and omission liability insurance appropriate to the CONTRACTOR's profession.

B. Minimum Limits of Insurance: CONTRACTOR shall maintain limits of insurance no less than:

(1) **General Liability Insurance:** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

(2) **Automobile Liability:** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(3) **Workers' Compensation and Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. CONTRACTOR shall submit to CITY.

(4) **Errors and Omissions Liability:** \$1,000,000 per claim as appropriate for the profession.

(5) **Umbrella or excess liability insurance (if needed):** CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies;

and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) Primary/noncontributing: Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

(4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers.

(5) Enforcement of Contract Provisions (non estoppel): CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

(6) **Requirements not Limiting:** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(7) **Prohibition of Undisclosed Coverage Limitations:** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

(8) **Separation of Insureds:** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(9) **Pass through Clause:** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

(10) **City's Right to Revise Requirements:** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

(11) **Self-insured Retentions:** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

(12) **Timely Notice of Claims:** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) **Additional Insurance:** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. **Termination of Agreement.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. **Default.** In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Consultant: Willdan Financial Services
 27368 Via Industria, Suite 200
 Temecula, CA 92590

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement

shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

By: _____
Ariston Julian, Mayor

By:  _____
Chris Fisher
Title: Vice President

APPROVED AS TO FORM:

Phillip Sinco, City Attorney

By: 
Rebekah Smith

Title: Assistant Secretary

Exhibit A

City of Guadalupe						
Water and Wastewater Rate Study						
Cost Proposal						
	C. Fisher PIC - Project Manager	J. McGarvey Tech Advisor & QA/QC	K. Burnett Lead Project Consultant	M. Cronan Analytical Support	Total	
	\$250	\$240	\$185	\$110	Hours	Cost
Scope of Work						
Project Initiation						
Task 1.1	Data Collection and Review	1.0	1.0	4.0	8.0	14.0 \$ 2,110
Task 1.2	Kickoff Meeting and Planning Discussion	1.0	-	2.0	2.0	5.0 840
Water and Sewer Rate Study						
Task 2.1	Revenue Requirements and Rate Determinants	6.0	2.0	24.0	44.0	76.0 11,260
Task 2.2	Cost of Service Allocations	2.0	2.0	5.0	12.0	21.0 3,225
Task 2.3	Capital Project Analysis	2.0	1.0	4.0	8.0	15.0 2,360
Task 2.4	Rate Analysis and Design	4.0	2.0	16.0	16.0	38.0 6,200
Task 2.5	Reports and Deliverables	4.0	2.0	12.0	32.0	50.0 7,220
Task 2.6	Meetings and Presentations	12.0	-	12.0	4.0	28.0 5,660
Total Cost Proposal		32.0	10.0	79.0	126.0	247.0 \$ 38,875



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 26, 2021**

Prepared by:
Shannon Sweeney
Public Works Director/City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Relinquishment of land to Caltrans by quitclaim deed to accommodate the proposed Santa Maria River bridge improvements on Highway 1.

RECOMMENDATION:

That the City Council adopt Resolution No. 2021-04 authorizing the City Administrator to execute a quitclaim deed to relinquish a small portion of City land on Guadalupe Street to Caltrans to accommodate proposed Santa Maria River bridge improvements.

DISCUSSION:

Caltrans is currently in the process of improving the Santa Maria Bridge at the county line on Highway 1. A portion of Guadalupe Street will be improved. This portion of Guadalupe Street was previously given to the City by Caltrans in Relinquishment #1154, recorded on October 28, 1955, in Book 1343 page 381 of Official Records.

Caltrans is planning on designating as state highway that portion shown and identified as State Parcel 11253 on the attached quitclaim deed and map. To do so, that portion of land previously given to the City needs to be given back to Caltrans. Caltrans has requested that the City execute a quitclaim deed to accomplish this transfer of the land back to Caltrans.

ATTACHMENTS:

1. Quitclaim deed
2. Resolution No. 2021-04 entitled "a Resolution of the City Council of the City of Guadalupe, California, authorizing the City Administrator to execute the attached quitclaim deed in favor of Caltrans.

Space above this line for Recorder's Use

QUITCLAIM DEED

District	County	Route	Postmile	Number
5	SB	1	50.36	12553-1

The City of Guadalupe, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California,

hereinafter called GRANTOR, hereby releases and quitclaims to the State of California, Department of Transportation, hereinafter called STATE, all right, title and interest in and to all that real property in the City of Guadalupe, County of Santa Barbara, State of California, described as follows:

See Exhibit A, attached.

This deed is in accordance with the provisions of Streets and Highways Code, Section 83:

Any public street or highway or portion thereof which is within the boundaries of a state highway, including a traversable highway adopted or designated as a state highway, shall constitute a part of the right of way of such state highway without compensation being paid therefor, and the department shall have jurisdiction there over and responsibility for the maintenance thereof.

Number
12253-1

Dated: _____

City of Guadalupe

[Name of Grantor]
[Title]

[Name of Grantor]
[Title]

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

Exhibit A

Parcel 12253-1

The land described in Relinquishment #1154, "Relinquishment of Superseded State Highway in the City of Guadalupe, Road V-S.B-56-Gdlp," recorded on October 28, 1955, in Book 1343 page 381 of Official Records of said County.

TOGETHER WITH that portion of Guadalupe Street, 80 feet wide, lying within Block 1 and lying northeasterly of the northwesterly prolongation of the northeasterly line of Block 10, in the City of Guadalupe, County of Santa Barbara, as said blocks and street are delineated on a map entitled "Map of the Town of Guadalupe and Subdivision 143 and 145 of the Rancho Guadalupe, Santa Barbara County, Cal., compiled by G. H. Thompson, C. E. and Surveyor, September 1875," filed in Book "B" of Miscellaneous Records at page 420, records of said county.

The attached real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature

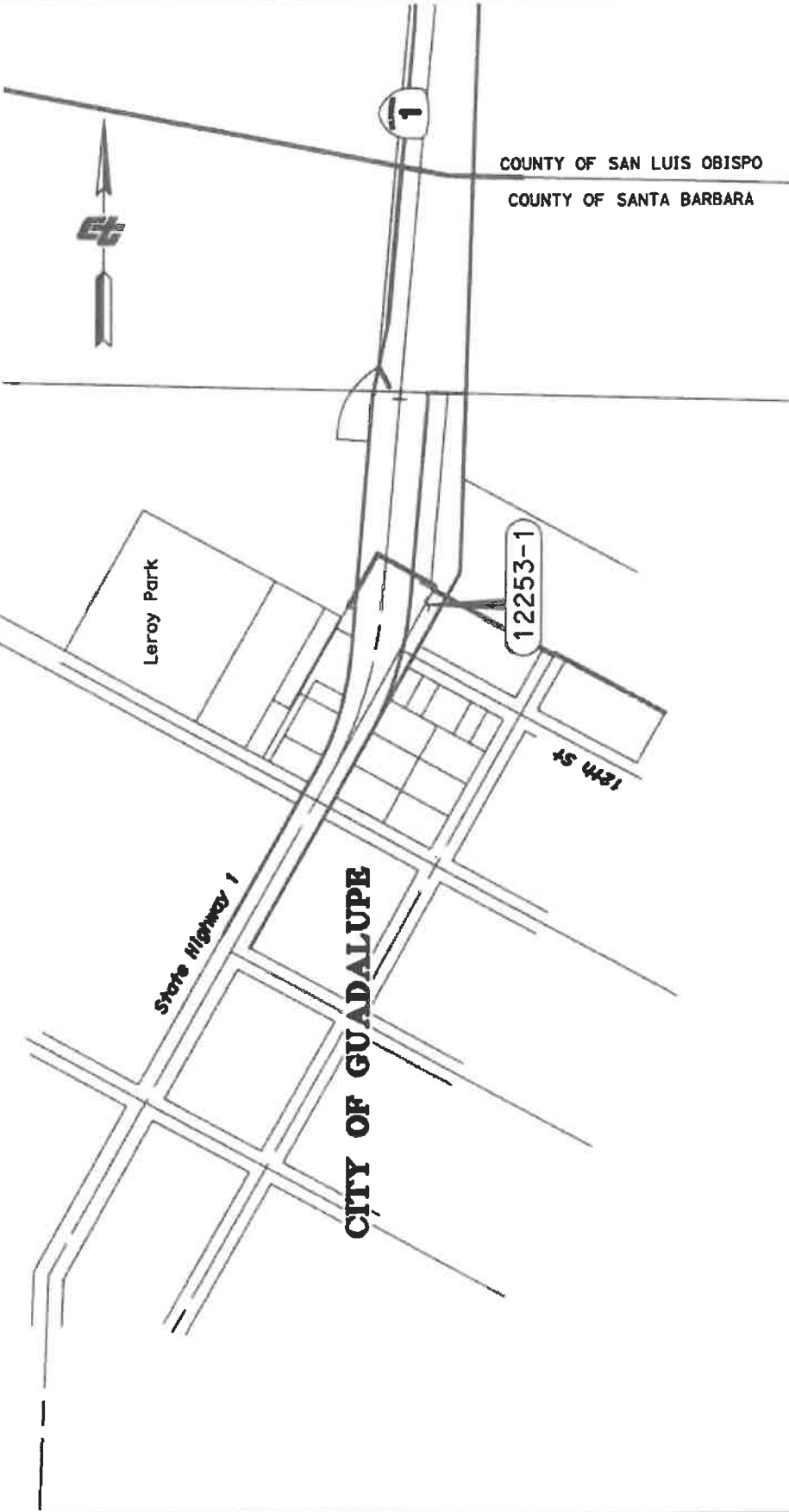

Professional Land Surveyor

Date Sept. 16, 2020



COUNTY OF SANTA BARBARA

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



NOTES
 Coordinates and bearings are on CCS 1983 (NSRS 2011) Epoch 2017.5 Zone V. Distances and stationing are grid distances. Divide by 0.9999311183 to obtain ground distances. All distances are in feet unless otherwise noted.

STATE OF CALIFORNIA
 CALIFORNIA STATE TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
 Exhibit Map - Index
 Parcel 12253-1

SCALE: 1" = 100'

FEET	0	50	100	200
SHEET PM	50.36			
SHEET NO.	1			
TOTAL SHEETS				2

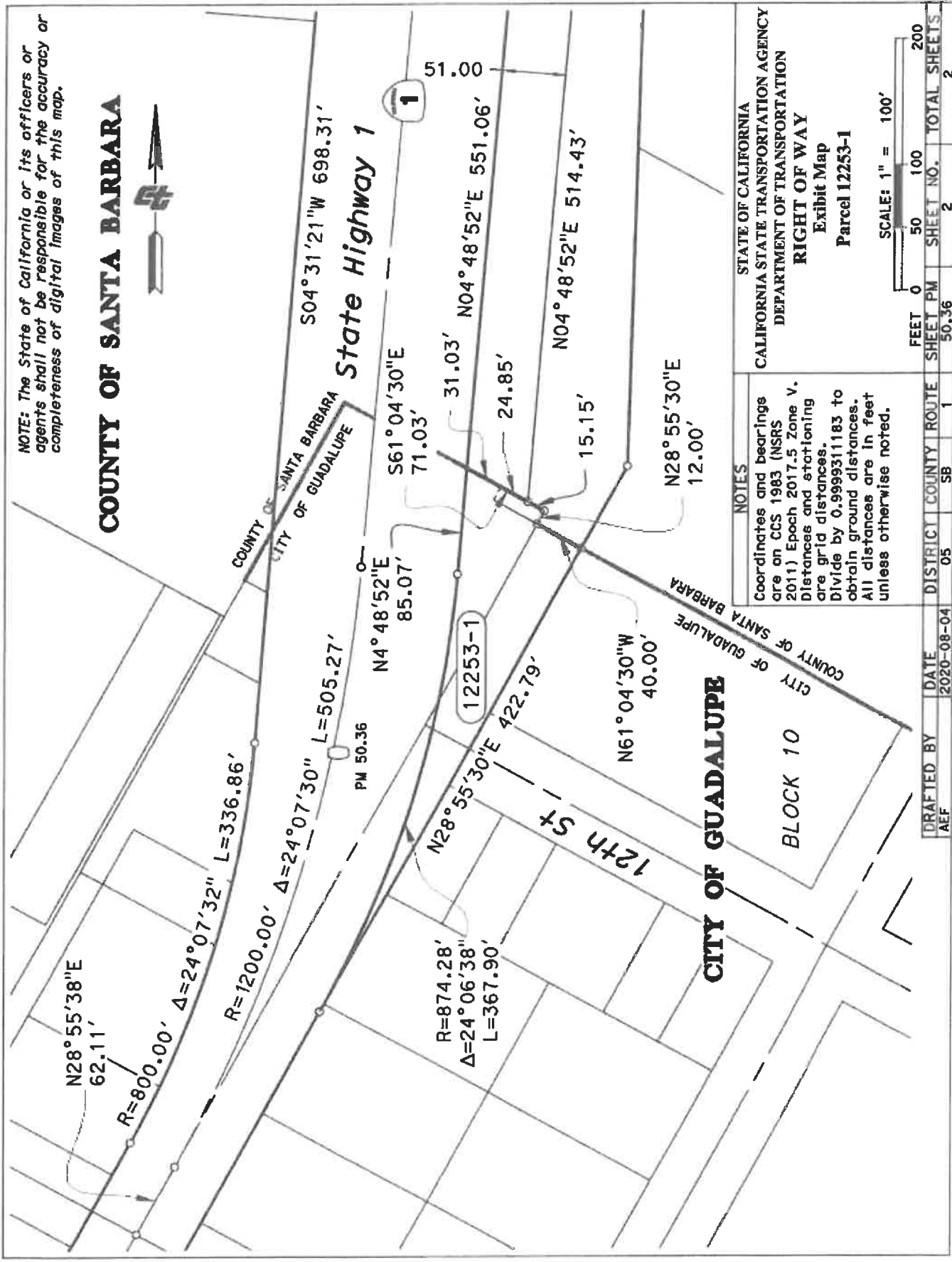
DRAFTED BY	AEF	DISTRICT	05	COUNTY	SB	ROUTE	1
DATE	2020-08-04						

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

COUNTY OF SANTA BARBARA



COUNTY OF SANTA BARBARA
CITY OF GUADALUPE
State Highway 1



STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
Exhibit Map
Parcel 12253-1

NOTES
Coordinates and bearings are on CCS 1983 (NSRS 2011) Epoch 2017.5 Zone V. Distances and stationing are grid distances. Divide by 0.9999311183 to obtain ground distances. All distances are in feet unless otherwise noted.

SCALE: 1" = 100'

FEET 0 50 100 200

DISTRICT	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
05	SB	1	50.36	2

DRAFTED BY: AEF
DATE: 2020-08-04

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A QUITCLAIM DEED IN FAVOR OF
CALTRANS**

WHEREAS, Caltrans is currently in the process of improving the Santa Maria Bridge at the county line on Highway 1 which will involve improving a portion of Guadalupe Street; and

WHEREAS, this portion of Guadalupe Street was given to the City in Relinquishment #1154, recorded on October 28, 1955, in Book 1343 page 381 of Official Records; and

WHEREAS, that portion of land previously given to the City needs to be given back to Caltrans.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

That the City Administrator is authorized to execute the quitclaim deed in favor of Caltrans that is attached to this Resolution as Exhibit A.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-04**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 26, 2021

Prepared by:
Shannon Sweeney
Public Works Director/City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Adoption of a resolution approving budget adjustments to accommodate City facilities paving and a second resolution approving entering into an agreement with R. Burke Corporation in the amount of \$60,084.00 to perform facilities paving maintenance at the City parking lots at the Senior Center, the American Legion, the Veterans Memorial Plaza, and O'Connell Park.

RECOMMENDATION:

That the City Council adopt a resolution approving budget adjustments to accommodate City facility paving, and a resolution authorizing the City to enter into an agreement with R. Burke Corporation in the amount of \$60,084.00 to perform said paving, authorizing the Mayor to sign this agreement, and authorizing the City Administrator to pay up to 15% more than the bid amount.

BACKGROUND:

In 2020, City Council requested that staff consider performing maintenance on the Senior Center parking lot in conjunction with the 2020 slurry seal project. Unfortunately, the work needed on the parking lots was not compatible with the work performed on the streets, so the parking lot work was deferred. While evaluating the level of work needed on the senior center parking lot, staff also evaluated maintenance needs for several other City facilities, including the City parking lots at the Veterans Memorial Plaza, the Senior Center, O'Connell Park, and the American Legion. On September 22, 2020, staff presented Council with information regarding expected maintenance costs and potential funding sources. Council supported pursuing this maintenance.

City staff prepared a Request for Quotes (RFQ) and issued it on December 4, 2020 by mailing it to four qualified contractors. Proposals were due Thursday December 31, 2020. One bid was received by the deadline.

DISCUSSION:

Based on condition, it was determined that the Senior Center parking lot and O'Connell parking lot need a thin overlay, and the City parking lots at the Veterans Memorial Plaza and the American Legion need

slurry sealing. The bid results are shown below, along with the costs estimated in the September 22 memo.

Facility	Fund	Sealing \$	Rehab \$	Burke quote	
American Legion	Facilities	\$2,651.37	\$42,472.00	\$ 6,360.00	\$20,000 for American Legion upkeep already included in fiscal year 20 – 21 budget, account number 01 – 4145 – 1450
Senior center	Facilities	\$3,453.80	\$49,911.20	\$13,222.00	Recommend using balance of funds from American Legion upkeep, account number 01 – 4145 – 1450
Veterans Memorial Plaza	Facilities	\$8,540.35	\$119,153.20	\$ 14,512.00	\$18,000 defer stormwater improvements, account number 01-4145-1450
O’Connell Park	Park	\$6,458.21	\$99,373.00	\$ 25,990.00	\$7,200 defer gopher treatment, plus \$23,680 remaining from Senior Center roof replacement as shown in April 28, 2020 memo, fund 76

FINANCIAL IMPACT:

Parking lot maintenance for American Legion was already budgeted as upkeep of the facility in the FY 20 – 21 budget. Sufficient funds are available for the remaining sites using unspent funds remaining from completed projects, and deferring stormwater drain inlet improvements.

ATTACHMENTS:

1. Resolution No. 2021-05 budget amendment approval for facility parking lot paving
2. Resolution No. 2021-06 approving agreement with R. Burke for facilities paving
3. R. Burke Corporation Agreement

RESOLUTION NO. 2021-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING BUDGET AMENDMENTS TO THE FY 20 – 21 BUDGET TO ACCOMMODATE CITY FACILITY
PARKING LOT MAINTENANCE**

WHEREAS, City parking lots at American Legion, Senior Center, O’Connell Park, and the Veterans Memorial Plaza were identified as in need of maintenance by City Council and others; and

WHEREAS, funds were not specifically included in the FY 20 – 21 budget for this maintenance; and

WHEREAS, staff has identified funds from projects that were completed under budget and by deferring a non-urgent project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

That \$34,094 in account 01 – 4145-1450 be allocated to parking lot maintenance at American Legion, Senior Center, and the Veterans Memorial Plaza, and that \$7,200 in account 01-4300-2150 and \$23,680 from fund 76 be allocated to parking lot maintenance at O’Connell Park.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-05**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

RESOLUTION NO. 2021-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING AN AGREEMENT WITH R BURKE CORPORATION FOR CITY FACILITIES PAVING**

WHEREAS, the City of Guadalupe facility parking lots at the American Legion, the Senior Center, O'Connell Park, and the Veterans Memorial Plaza are in need of maintenance; and

WHEREAS, delaying asphalt maintenance results in higher maintenance costs in the future; and

WHEREAS, the City issued a request for quotes for qualified contractors on December 4, 2020 and received one bid by the deadline of December 31, 2020; and

WHEREAS, R Burke Corporation provided an acceptable quote and has performed quality work for the City in the recent past.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

Section 1: The City Council of the City of Guadalupe approves entering into an agreement with R Burke Corporation in the amount of \$60,084.00 for pavement maintenance at the American Legion, the Senior Center, O'Connell Park, and the Veterans Memorial Plaza.

Section 2: The Mayor is authorized to sign the agreement with R Burke Corporation on behalf of the City.

Section 3: The City Administrator is authorized to approve payments up to 15% beyond the bid.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-06**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
R BURKE CORPORATION**

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "**Agreement**") is made and entered into this 26 day of January 2021, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and R Burke Corporation a California Corporation ("**Contractor**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Contractor agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c).

In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within forty-five (45) days of receipt of Contractor's invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

(e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable

notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Contractor.

(a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

Section 9. Standard of Performance. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 11. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Contractor agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any

damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by CONTRACTOR, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. CONTRACTOR agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

CONTRACTOR shall provide the following types and amounts of insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the CONTRACTOR and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.

(4) Errors and omission liability insurance appropriate to the CONTRACTOR's profession.

B. Minimum Limits of Insurance: CONTRACTOR shall maintain limits of insurance no less than:

(1) General Liability Insurance: CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

(2) Automobile Liability: CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation and Employer's Liability: CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. CONTRACTOR shall submit to CITY.

(4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.

(5) Umbrella or excess liability insurance (if needed): CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

and

- Policies shall “follow form” to the underlying primary policies;
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

~~(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

RB

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) Primary/noncontributing: Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

(4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers.

(5) Enforcement of Contract Provisions (non estoppel): CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform

CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

(6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

(8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(9) Pass through Clause: CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

(10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

(11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

(12) Timely Notice of Claims: CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) **Additional Insurance:** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. **Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. **Continuity of Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. **Termination of Agreement.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. **Default.** In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating

Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

Section 21. Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Contractor: R Burke Corporation
 PO Box 957
 San Luis Obispo, CA 93406

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: _____
Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

CONTRACTOR:

By: *Re Burke*

Title: *ROBERT E. BURKE, PRESIDENT*
 1.15.2021

By: _____

Title: _____

Exhibit A

PROPOSAL
TO
THE CITY OF GUADALUPE
FOR
CITY FACILITY PARKING LOT MAINTENANCE PROJECT

NAME OF BIDDER R. Burke Corporation
 BUSINESS P.O. BOX P.O Box 957
 CITY, STATE, ZIP San Luis Obispo, CA 93406
 BUSINESS STREET ADDRESS 865 Capitolio Way
 CITY, STATE, ZIP San Luis Obispo, CA 93401
 TELEPHONE NO.: 805-543-8568
 FAX NO.: 805-543-2521
 CONTACT NAME, AGENCY & PHONE # FOR AT LEAST ONE MUNICIPAL PROJECT: _____
Shannon Sweeney, City of Guadalupe, 805-356-3892

Item	Unit	Est. Qty	Unit Price	Total Price
4545 10 th St Thin Overlay	SQ FT	6,300	1.90	11,970 -
4545 10th St Paint	LF	320	1.10	352 -
4545 10th St ADA	LS	1	900.00	900 -
864 Guadalupe St Slurry Seal	SQ FT	15,000	0.80	12,000 -
864 Guadalupe St Paint	LF	920	1.10	1,012 -
4545 10th St ADA	LS	2	750.00	1,500 -
1025 Guadalupe St Slurry Seal	SQ FT	5,400	0.90	4,860 -
1025 Guadalupe St Fire Lane	LS	2	750.00	1,500 -
5200 W Main St Thin Overlay	SQ FT	12,600	1.90	23,940 -
5200 W Main St Paint	LF	500	1.10	550 -
5200 W Main St ADA	LS	2	750.00	1,500 -
Total				60,084 -

TOTAL BID IN WORDS:

SIXTY THOUSAND EIGHTY FOUR DOLLARS ⁰⁰/₁₀₀

Total Bid Amount shall be shown in both words and figures.

R. Burke

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF DECEMBER 2020**

PART I: CRIMES

TYPE OF CRIMES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
187 PC HOMICIDE	0	0	0	0	0	0	0	0
261 PC RAPE	0	0	0	0	4	4	2	2
211 PC ROBBERY	0	0	0	0	1	1	3	1
242/245 PC ASSAULT	6	5	7	5	68	64	59	49
459 PC BURGLARY	4	1	4	2	18	3	32	7
484/487 PC THEFT	10	1	2	1	47	2	36	6
10851 VC VEH THEFT	2	0	1	0	30	7	17	9
451 PC ARSON	0	0	1	0	1	1	1	0
TOTAL	22	7	15	8	169	82	150	74

PART II: REPORTED CRIMES

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	59	77	860	940
TOTAL REQUEST FOR SERVICE	240	235	3,444	2,836
TOTAL ACTIVITY FOR THE MONTH	299	312	4,304	3,776
DOMESTIC VIOLENCE REPORTS	2	3	26	27
TOTAL PROPERTY STOLEN	\$5,371	\$4,521	\$49,028	\$45,742
TOTAL PROPERTY RECOVERED	\$0	\$0	\$300	\$24,828

PART III: ARREST SUMMARY

OFFENSES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES
FELONY	7	1	3	0	77	12	68	13
MISDEMEANOR	8	0	18	2	144	6	137	36
TOTAL	15	1	21	2	221	18	205	49
23152(a&b) VC ARREST	4		1		33		37	
WARRANT ARREST	3		2		29		42	

NOTE: DUI AND WARRANT DATA ARE INCLUDED IN ABOVE ARREST TOTALS

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF DECEMBER 2020**

PART IV: NARCOTICS ACTIVITY

TYPE OF NARCOTICS	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST
HEROIN	0	0	0	0	0	0	2	2
COCAINE	0	0	0	0	0	0	1	1
METHAMPHETAMINE	0	0	0	0	6	6	10	10
MARIJUANA	0	0	1	1	1	1	14	14
PARAPHERNALIA	2	2	0	0	6	6	3	3
TOTAL	2	2	1	1	13	13	30	30

PART V: SPECIAL DATA

	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
OFFICERS ASSAULTED	0	0	1	1
INJURED ON DUTY	0	0	0	1

ADDITIONAL INFORMATION:

STAFFING:	1	POLICE CHIEF	FILLED
	2	POLICE SERGEANT	FILLED
	2	AIRPORT OFFICERS	1 UNFILLED POSITION
	10	POLICE OFFICERS	1 UNFILLED POSITIONS
	3	OFFICE STAFF PERSONNEL	2 FULL TIME FILLED/1 TEMPORARY POSITION FILLED
	5	RESERVE POLICE OFFICERS	4 UNFILLED POSITIONS
	1	COMMUNITY SERVICE TECHNICIAN	FULL TIME POSITION UNFILLED AS A PART-TIME POSITION
	1	EVIDENCE TECHNICIAN	FILLED AS TEMPORARY POSITION
	2	POLICE VOLUNTEER(S)	

COMMENTS:



GUADALUPE FIRE DEPARTMENT



TO: PUBLIC SAFETY DIRECTOR, MICHAEL CASH
FROM: CAPTAIN PATRICK SCHMITZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 December 1, 2020 – December 31, 2020

DATE: 01/05/2021

CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Business License (GMC 5.04.040)	0	0	0	0
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	0	0	0	3
Fowl, Livestock and Wild Animals (GMC 6.04.210)	3	0	3	2
Litter Accumulation (GMC 8.12.020)	0	0	7	8
Abatement of Weeds and Rubbish (GMC 8.16.010)	0	0	1	9
Unsafe Living Conditions (GMC 8.40.020)	0	0	0	0
Unlawful Property Nuisance (GMC 8.50.070)	0	0	1	7
Graffiti Abatement (GMC 9.07.060)	0	3	12	2
Abandoned Vehicles (GMC 10.36.010)	2	1	15	14
Unapproved Vehicle Covers (GMC 10.36.010)	0	0	0	3
Portable/fixed basketball goals (GMC 10.48.050)	0	0	0	6
Yard Sale Signs (GMC 12.13.010)	0	0	0	3
Tampering with Water Service (GMC 13.04.200)	2	0	2	0
Working Without Permits (GMC15.04.020)	1	1	3	1
Address Number (GMC 15.08.020 (505.1))	0	1	4	2
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	0	0
Damage Fence (GMC 18.52.125)	0	0	0	0
Parking on Front Yard Setback (GMC 18.60.035)	1	0	10	30
Landscape Maintenance Required (GMC 18.64.120)	0	0	0	6
Inspection/Complaints (No Violation Found)	0	2	4	6
Apartment Inspections	0	0	0	84
Yearly Business Inspections	0	0	2	36
Other	5	0	9	22
TOTAL	14	8	73	244
Complaints Received	0	2	6	16

Miscellaneous	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Visitors	44	18	171	559
Public Relations ()	2	0	2	8
School Visits ()	0	0	0	1

CALLS FOR SERVICE December, 2020

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Medical	34	26	198	201
Structure Fire	0	0	1	0
Cooking Fire	0	1	2	1
Trash or Rubbish Fire	1	1	4	1
Vehicle Fire	0	1	1	1
Grass/Vegetation Fire	0	0	5	4
Other Fire	0	1	2	1
Motor Vehicle Accidents with Injuries	4	2	11	15
Motor Vehicle Accidents No Injuries	3	1	7	8
Motor Vehicle/Pedestrian Accident	0	1	3	1
Hazardous Materials Spill/Release	1	0	3	7
Hazardous Condition Other	0	0	2	2
Water Problem/Leak	0	0	1	1
Animal Problem / Rescue	0	0	0	1
Search / Rescue	0	0	0	0
Public Assistance	0	1	7	13
Police Matter/Assistance	0	0	1	5
Illegal Burn	2	0	2	0
Smoke/CO Detector/Fire Alarm Activation	1	1	10	5
Dispatch and Canceled En-route	4	2	23	24
False Alarm	0	1	4	7
TOTAL	50	39	287	298

Additional Information

STAFFING: 1 Public Safety Director (Police/Fire Chief)
 3 Fire Captains
 3 Fire Engineers
 3 Paid Call Firefighters 9 Positions Vacant

Special Coverage:



CITY OF GUADALUPE
918 Obispo Street, Guadalupe CA 93434
Phone: 805.356.3895 Fax: 805.343.0542

Finance Department

MEMO

To: Todd Bodem, City Administrator
From: Anna Marie Santillan Michaud, City Treasurer
Date: January 11, 2021
Subject: Treasurer's Report – December 2020

The primary change(s) in this month's report compared to the prior month is/are as follows:

Revenue – Increase

- \$233,440.00 CDBG Reimbursements

Treasurer's Report
Investments and Cash as of December 31, 2020

Local Agency Investment Fund ("LAIF") Account 98-42-346	\$8,467,656.25
12/10/2020 Deposit C#1661455	\$250,000.00
Total Investments	\$ 8,717,656.25

Cash

Checking Account 155-503815 ("Warrant Account")	\$513,088.47
Checking Account 155-003261 ("Payroll Account")	\$164,298.89
Total Cash	\$ 677,387.36
*Actual ending balances reconciled to Bank Statements	1


The following is a summary of the City's cash and investments as of November 30, 2020 compared with the prior month.

Investments and Cash	November 30, 2020	December 31, 2020
Investments	8,467,686.25	8,717,656.25
Cash	880,989.54	677,387.36
Total	\$ 9,348,675.79	\$ 9,395,043.61

**** Total Cash and Investments agree to General Ledger.**

Note 1: Monies held in the non-commingled and trust accounts are required to be kept separate from all other city funds.

Submitted: 1/11/2020


Anna Marie Santillan Michaud
 City Treasurer



Recreation and Parks
 918 Obispo Street
 P.O. Box 908
 Guadalupe, CA 93434
 Ph: 805.356.3894
 Fax: 805.343.5512
 Email: cguzman@ci.guadalupe.ca.us

RECREATION AND PARKS MONTHLY REPORT
For December 2020

Summary of Rentals/Usage for City Facilities & Parks

FACILITY	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR- TO-DATE (FY 20/21)	LAST YEAR- TO-DATE (FY 19/20)
Auditorium/Gym	15	68	65	166
O'Connell Park	0	3	5	7
LeRoy Park	0	0	1	3
Senior Center	4	15	33	84
City Parking Lot	0	1	4	8
Council Chambers	8	16	57	60
Central Park	2	0	2	0

The above Council Chamber totals include one formal City Council Meetings and 7 other separate meetings / interviews.

Apart from the City lease agreement with the Boys and Girls Club of the Mid Central Coast that ended in December 2020 there was no other city rental activity due to COVID-19 health restrictions imposed by Federal, State and County health mandates adopted by the City.

The City Senior Community Center continues to be a host site for one of four Santa Barbara County Food Bank Distribution sites here in Guadalupe. Our City sponsored group of Foodbank Distribution Volunteers headed by the City Mayor Ariston Julian and spouse Lourdes Ramirez-Julian and Volunteer crew just completed forty weeks of weekly food distribution, in addition to food for local pets via the Care4Paws program. The numbers for the Foodbank distribution for the month of December and yearly total are as follows:

	Families Served	Individuals Served
December 2020:		
Week 37	300	1434
Week 38	311	1422
Week 39	289	1306
Week 40	291	1351
Totals Through December 2020	10,684	46,885

The City continues to be fortunate with respect to Volunteers assisting with our foodbank distribution over the last 40 weeks. I again would like to acknowledge the following additional Volunteers for their invaluable dedicated service:

Marla Ziemba	Al Ramos	Shea Hoagland	Maya McNamara
Robert Salinas Jr. and Sons		Liam Donovan	Gabriella Donovan

The Leroy Park Renovation project continues to move along nicely with many dramatic changes to the physical layout of LeRoy Park area.

According to The Rural Community Development Corporation of California (RCDCC-Tom Brandeberry and Ms. Sonia Rios-Ventura) because of change orders the project's expected completion date is now slated for September 2021. In addition, the Grant request for the Renovation of the City's Central Park should be known by late summer of this year.

A special acknowledgement and thank you to the Kiwanis Club of Guadalupe for their holiday Christmas Tree decoration of the downtown Veterans Memorial Plaza. In addition, a very hearty thank you to the Guadalupe Business Association (GBA) and the City's Police and Fire Departments for their collaboration on the Christmas Caravan. The caravan and the Christmas tree were both welcome additions to the City's holiday environment!

Respectfully,

Charlie Guzman
 Recreation Coordinator
 City of Guadalupe



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 26, 2021**

Larry Appel

Todd Bodem

Prepared by:
Larry Appel, Contract Planning Director

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public Hearing to consider minor modifications (photo voltaics) to the approved Riverview Apartments, 2020-107-DR, located at 235 Calle Cesar Chavez (APN 113-030-055)

EXECUTIVE SUMMARY:

The proposed project is a request of Spectrum Energy Development, Inc. to process a minor Design Review for ground-mounted photo voltaic system at the existing 80-unit apartment complex that was approved originally in the early 2000. A General Exemption was prepared for the project in accordance with CEQA Guidelines.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff;
- 2) Conduct a public hearing, including: a) an opportunity for the applicant to present the proposed project, and b) receive any comments from the public; and
- 3) Adopt Resolution No. 2021-07 approving the minor Design Review to the Riverview Apartment project (2020-107-DR)

BACKGROUND:

PSHH purchased a 26 acre parcel in the late 1990's from the Guadalupe Redevelopment Agency. The parcel was subdivided with 50 single family homes on one lot and a larger parcel for the construction of 80 apartments and community building. The single family homes were self-help constructed by the owner/builders and completed in 2001. The apartment buildings were completed soon after the single family homes. The apartments have been owned and managed by PSHHC and associated LLP since construction was completed. The photovoltaic system being proposed is shared exclusively with the 80 apartments on the site.

DISCUSSION:

Project Description

The applicant proposes to install a 198 kW ground-mounted solar electric generating system on the Riverview Townhomes on the northern edge of the property. This area is currently used as open space

and contains a walking path for the residents. The publicly funded system will generate clean, renewable electricity for the residences of the property and reduce their electric bill by over \$1.7M over the next 30 years.

The proposed system will consist of 520 solar panels mounted on a ground secured racking system. The proposed racking system is constructed of galvanized metal trusses or frames in rows that are aligned east to west. To minimize the land requirements, maximize energy production, and to avoid shading on the solar panels, the proposed system is mostly one long row. Each frame is about six feet high and 13 feet wide. The solar arrays will be located above the walking path. See Attachment 2.

The electrical output of the solar panels will be fed into the grid through the new solar meters installed on a number of the existing buildings. The residences will individually benefit by the power generated by the system through the highly successful PG&E program called Virtual Net Metering (VNM)

CEQA Review

The solar system will generate zero carbon emissions, and produce clean, renewable energy during its estimated 30 year life. There will be no permanent concrete foundations created. The footprint of the racking will not require permanent grading or recontouring of the area, so there is minimal disturbance. Any disturbed areas will be replanted with similar vegetation. There will be no audible noise outside the boundaries of the solar panels. The existing walking path will remain open to the residents. The project has been found to be exempt from CEQA based on the General Rule Exemption (CEQA Sec. 15061(B)(3).

PUBLIC NOTICE:

Staff published the required Public Hearing Notice in a newspaper of general circulation on January 2, 2021, with an advertised date of January 12, 2021 for the public hearing; however, copies of the Public Hearing Notice were not mailed to property owners and occupants within a 300-foot radius of the subject property 10 days prior to this proposed hearing date as required by law. For this reason, the City Council continued the public hearing at its January 12, 2021, to its regular meeting on January 26, 2021. Accordingly, it was not required to re-publish the Public Hearing Notice in a newspaper of general circulation. Moreover, the required Public Hearing Notice was mailed to property owners and occupants within a 300-foot radius of the subject property at least 10 days before the January 26, 2021 hearing, so all public hearing notice requirements have been complied with.

FISCAL IMPACTS:

There would be no fiscal impacts to the city if this solar system is able to be installed and operated.

CONCLUSION:

Staff is always in support of developers that provide solar energy projects, either through retrofits or on new construction. These solar panels will have a significant effect in reducing the amount of electricity used through the grid. Staff fully supports this project.

ATTACHMENTS:

1. Resolution No. 2021-07, including Approval Findings (Exhibit 1) and Conditions of Approval (Exhibit 2)
2. Project Plans

RESOLUTION NO. 2021-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, APPROVING THE MINOR DESIGN REVIEW PERMIT FOR THE 80-UNIT RIVERVIEW APARTMENTS, 2020-107-DR, TO CONSTRUCT A 197 KW GROUND MOUNTED SOLAR ELECTRIC GENERATING SYSTEM

WHEREAS, Spectrum Energy Development, Inc. (the “Applicant”) has submitted applications to the City of Guadalupe for a minor design review permit, for a 197 kW ground-mounted solar electric generating system on approximately 10,000 square feet of open space at 235 Calle Cesar E. Chavez within the City of Guadalupe (APN 113-030-055) commonly known as the Riverview Apartments; and

WHEREAS, the current City Council held a duly-noticed public hearing on January 12, 2021, at which all interested persons were given the opportunity to be heard, and notice of said hearing was published in the Santa Maria Times at least 10 days prior to the public hearing. Said public hearing notice was also mailed to all residents and property owners within 300 feet of said property; and

WHEREAS, after taking public testimony and hearing evidence from City staff, the City Council finds, pursuant to the findings attached to this resolution as Exhibit 2 and subject to the project’s Conditions of Approval attached to this resolution as Exhibit 3, that the approval of the Minor Design Review Permit, is consistent with the City’s General Plan and applicable Articles of the City’s Municipal Code; and

WHEREAS, the City Council has considered the entire administrative record, including application materials, staff report, the California Environmental Quality Act determination, and oral and written testimony from interested persons; and

WHEREAS, the City Council finds that after completely reviewing this minor project, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA per CEQA Section 15061(B)(3), Exhibit 1; and

WHEREAS, the City Council finds that approval of the Design Review Permit is consistent with the City’s General Plan, the provisions of Title 18 (Zoning Code) of the Guadalupe Municipal Code; and the ability to make the required findings, including findings pursuant to the California Environmental Quality Act; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Guadalupe does hereby find and determine as follows:

- Section 1. The Findings set forth in Exhibit 2 to this Resolution are true and correct in regards to the Design Review Permit, which are hereby adopted and incorporated herein by this reference.

Section 2. After reviewing this minor project completely, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA per CEQA Section 15061(B)(3).

Section 3. The Design Review Permit is approved, subject to the Conditions of Approval set forth in Exhibit 3 of this Resolution.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-07**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

Attachments:

Exhibit 1 - CEQA General Rule Exemption

Exhibit 2 - Findings

Exhibit 3 - Conditions of Approval

To: County Clerk
County of Santa Barbara
123 E. Anapamu Street
Santa Barbara, CA 93101

From: City of Guadalupe
819 Obispo Street
Guadalupe, CA 93434

Project Title: Riverview Apartments

Project Applicant: Patrick Agnello, Spectrum Energy Development, Inc.

Project Location-Specific: 5050 Laguna Blvd., #112-324, Elk Grove, CA 95758

Project Location-City: Guadalupe
County

Project Location-County: Santa Barbara

Description of Nature, Purpose, and Beneficiaries of Project:

The project is a minor Design Review permit to allow development of a ground-mounted 197 kW solar array to be located on open space at the north end of the 80-unit apartment complex on approximately 10,000 square feet. No grading and minor ground disturbance is required to mount the 520 panels. This project is deemed minor in nature.

Name of Public Agency Approving Project: Guadalupe City Council

Name of Person or Agency Carrying Out Project: Patrick Agnello in conjunction with Rio Vista Associates (PSHH)

Exempt Status: (check one)

- Ministerial (Sec. 15268);
- Declared Emergency (Sec. 15269(a));
- Emergency Project (Sec. 15269(b)(c));
- Categorical Exemption. State type and section number:
- XX** General Exemption (Section 15061(b)(3))

Reasons why project is exempt:

The solar system will generate zero carbon emissions, and produce clean, renewable energy during its estimated 30 year life. There will be no permanent concrete foundations created. The footprint of the racking will not require permanent grading or recontouring of the area, so there is minimal disturbance. Any disturbed areas will be replanted with similar vegetation. There will be no audible noise outside the boundaries of the solar panels. The existing walking path will remain open to the residents. After reviewing this minor project completely, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA.

Contact Person: Larry Appel (Area Code) Phone Number/Ext: (805) 287-9494

Signature: _____ Title: Contract Planning Director

Date received for filing at County Clerk's Office: _____

EXHIBIT 2, FINDINGS FOR APPROVAL

DESIGN REVIEW PERMIT RIVERVIEW APARTMENTS SOLAR ELECTRIC GENERATING SYSTEM 2020-107-DR

1.0 CEQA Findings

1.1 CONSIDERATION OF THE NEGATIVE DECLARATION AND FULL DISCLOSURE

The City Council has considered the General Rule Exemption together with the comments received and considered during the public review process for the project. The General Rule Exemption has been completed in compliance with CEQA, and is adequate for this proposal.

1.2 FINDING OF NO SIGNIFICANT EFFECT

On the basis of the whole record, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA.

1.3 LOCATION OF DOCUMENTS

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434.

2.0 Administrative Findings

2.1 DESIGN REVIEW FINDINGS

Pursuant to City of Guadalupe Municipal Code, Section 18.73.100, a Design Review Permit shall be approved only if all of the following findings can be made:

- A. The buildings, structures, and landscaping are appropriate and of good design in relation to other buildings, structures, and landscaping on-site or in the immediate vicinity of the project.*

The project site is in a suburban area characterized primarily by residential, agricultural, and light industrial uses. The site is currently designated for apartment uses. The project has existed since the early 2000s and has dense mature landscaping.

- B. *That the development will be compatible with the neighborhood, and its size, bulk and scale will be appropriate to the site and the neighborhood.*

The project site is in a suburban area characterized primarily by residential, agricultural, and light industrial uses. The site is currently designated for apartment uses. The project has existed since the early 2000s and has dense mature landscaping.

- C. *There is harmony of material, color, and composition of all sides of a structure or buildings as well as consistency and unity of composition and treatment of exterior elevation.*

The project site is in a suburban area characterized primarily by residential, agricultural, and light industrial uses. The site is currently designated for apartment uses. The project has existed since the early 2000s and has dense mature landscaping.

- D. *Any mechanical or electrical equipment is well integrated into the total design concept and screened from public view to the maximum extent practicable.*

The solar system is planned to be constructed over 150 feet from the nearest apartment building, and is separated by an internal road, two sided parking and two landscaped areas.

- E. *All visible on-site utility services are appropriate in size and location.*

The solar system has been located in the most remote portion of the apartment property, on the north side of an existing walking path, adjacent to agricultural fields and the Santa Maria River. Residents will not be impacted by the visibility of the solar panels. A condition of approval will require the applicant to install an informational sign explaining the solar power that is generated from this project and how it will greatly reduce the electrical bill of the residents.

- F. *The grading will be appropriate to the site.*

No grading is required for this project.

- G. *Adequate landscaping is provided in proportion to the project and the site with due regard to the preservation of existing trees, and existing native vegetation, and adequate provision will be made for the long-term maintenance of such landscaping.*

Dense mature landscaping is already existing in the area between the proposed solar panels and the existing apartments.

- H. *The development will not adversely affect significant public scenic views.*

This project site does not contain any significant public scenic views.

- I. *All exterior site, structure and building lighting is well-designed and appropriate in size and location.*

No additional lighting is being proposed for this project.

- J. *The proposed development is consistent with any additional design standards as expressly adopted by the City Council.*

No additional design standards were required by the City Council.

- K. *The project architecture will respect the privacy of neighbors and is considerate of solar access.*

The project is completely considerate of solar access and will not impact the privacy of residents in the project area.

- L. *The project will provide for adequate street design and sufficient parking for residents and guests in a safe and aesthetically pleasing way.*

No additional parking is required as a result of this project.

- M. *The proposed development as shown on the project plans is in conformance with all applicable policies of the General Plan and the requirements of this title.*

There is no mention of solar energy in the current General Plan, therefore the project is consistent with the General Plan.

EXHIBIT 3

Riverview Apartments Modification 2020-107-DR CONDITIONS OF APPROVAL

GENERAL CONDITIONS


1. **Project Description:** Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Application No. 2020-107-DR, shown in the project plans on file with the City of Guadalupe. The project involves the installation and operation of a 197kW solar electric generating system covering approximately 10,000 square feet, utilizing 520 panels that area six feet tall by thirteen feet wide. The solar array will be located north of a walking trail at the northernmost portion of the Riverview apartment complex. No grading is required and what vegetation is removed will be replaced once construction is completed. Any deviations from the project description in the staff report, exhibits or conditions must be reviewed and approved by the City of Guadalupe for conformity with this approval. The project shall be constructed as shown on **(Staff report Attachment 2, January 26, 2021)**. Deviations may require amendments to the permit, including additional CEQA review. Deviations without the above-described approval will constitute a violation of the permit approval.
2. Prior to issuance of a building permit, the applicant shall pay all fees due to the Planning Department and those applicable fees to Building at the time of permit issuance.
3. The owner shall be responsible for keeping the area in a weed free condition for the life of the project. Any shrubs or trees removed as a result of the project shall be replanted within the open space area at a ratio of 3:1. The plantings shall be maintained for the life of the project.
4. Prior to final sign off by the Planning Department for operational purposes, the owner shall install an informative display sign along the walking path to explain how the system works and the saving in electricity that will be achieved by this system.

End of Conditions

Untitled Map

Write a description for your map.

Legend

 235 Calle Cesar E Chavez






- Legend**
- M - Utility Meter
 - MSP - Main Service Panel
 - SP - Subpanel
 - PVM - PV production meter
 - INV - Inverter
 - ACD - AC Disconnect
 - DCD - DC Disconnect
 - DCC - DC Combiner
 - PVA - PV Array
 - PVC - PV Combiner Panel
 - TRM - Transformer



Untitled Map

Write a descriptor for your map.

Legend

 235 Calle Cesar E Chavez

Open Space/Landscape area Calcs:

TOTAL SITE AREA: 656,985 sqft

w/o Solar:

Open Space Areas: 226,914 sqft

35% Open Space

With Solar:

PV Array Area: 10,074 sqft

Open Space after PV: 216,840 sqft

33% Open Space

(Note: PV is only 1.5% of total site)

235 Calle Cesar E Chavez 
235 Calle Cesar E Chavez

Google Earth

© 2020 Google
Image © 2020 Maxar Technologies



400 ft





BY



Osprey PowerPlatform®2.0 Installation Manual

Riverview Town Homes

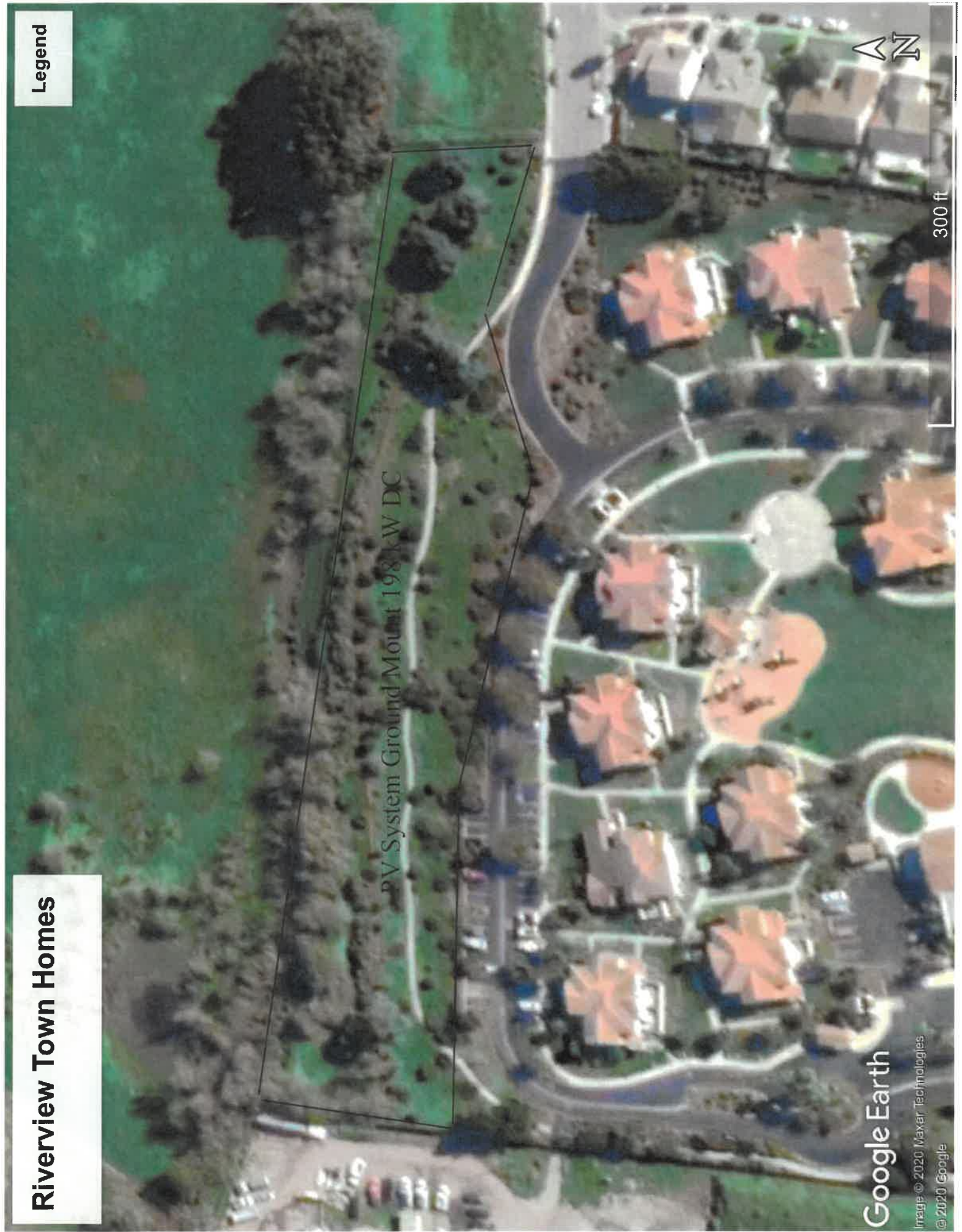
Legend

PV System Ground Mount 198 kW DC

Google Earth

Image © 2020 Maxar Technologies
© 2020 Google

300 ft





**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 26, 2021**

Sonia Rios-Ventura

**Prepared by: Sonia Rios-Ventura
RCGCC, Community Development Manager**


**Approved by:
Todd Bodem, City Administrator**

SUBJECT: LeRoy Park and Community Center renovation capital campaign.

RECOMMENDATION:

It is recommended that the City Council review and approve the proposed capital campaign and associated written materials which will allow the City to collect donations needed to fill the gap in funding for the LeRoy Park and Community Center renovation project by adopting Resolution No. 2021-08.

DISCUSSION:

In September 2018, the City was awarded funds for a CDBG project, and after going through the project design process, construction started in August 2020. There was about a 3-year gap in between the date the application was submitted to the first day of construction. During this three-year period, construction costs increased and the \$4.1 million that was set aside for the LeRoy Park and community center rehabilitation was not enough to complete the entire project. Per the agreement with the state, the CDBG award was to be used primarily to renovate the community center, so with the shortfall several park features were moved to alternates.

In 2020, the City received an additional award for \$900,000 which allowed the Community Center portion of the project to be fully funded. The bid process allowed the contractor to bid for both funded project features (phase 1) and unfunded project features (phase 2). Phase 2 being contingent on funding being found. The total cost (bid amount) for phase 2 is \$1,551,164.

While the City is still looking for supplemental funding, RCGCC, on behalf of the City is proposing that it spearhead a capital campaign with the goal of funding the following unfunded park features, which are fully designed:

- | | | |
|----|-------------------------|--------------|
| A. | Front Field/Picnic Area | \$ 81,199.00 |
| B. | Front East/Picnic Area | \$ 30,549.00 |
| C. | Playground Area | \$218,715.00 |
| D. | Adult Exercise Area | \$ 44,848.00 |
| E. | North Picnic Area | \$ 41,606.00 |

F.	Rear Field/Earthen Amphitheater	\$ 14,117.00
G.	West Parking Upgrade	\$ 77,794.00
H.	Phase 2 Site Improvements	\$ 49,574.00
I.	Multi-use Addition	\$992,762.00

The IRS Code defines "charitable contribution" (which are tax deductible) to include "a contribution or gift to or for the use of:" A State, a possession of the United States, or any political subdivision of any of the foregoing, ..., but only if the contribution or gift is made for exclusively public purposes." (26 U.S.C. §170 (c) (1)). Since LeRoy Park is a public park, donations made directly to the City for the unfunded improvements at LeRoy Park serve a public purpose, and therefore, qualify as tax deductible. The City can provide a tax-exempt donation letter to the donors (see attached sample letter). RCDCC proposes that checks will be made out to the City of Guadalupe but routed through RCDCC for tracking and administrative purposes. RCDCC will create a tracking system, and once each donation is entered into the tracking system the donations will be forwarded to the Finance Department for depositing into a LeRoy Park sub-account to pay for those features that either the donations are designated for or based on the priority features determined by the Amigos del LeRoy Park and Recreation Commission.

In order to encourage donations, RCDCC is proposing that the following be offered to donors in exchange for donations:

- \$300 for a "memory tree" (a plaque will be installed at the base of a tree that will be planted in the park);
- \$1,100 for a "memorial benches" (a plaque will be placed on a bench installed in the park);
- \$500 for a "donation brick" (name(s) selected by donors will be engraved in bricks for paving the area around the flagpole);
- Naming Rights: in exchange for the listed donation amounts, the donor will be granted "naming rights" to the following facilities or features:

Adult Exercise Area	\$45,000
Earthen Amphitheater	\$30,000
Front West BBQ Area	\$90,000
Front East BBQ Area	\$35,000
North BBQ Area	\$45,000
Playground Area (two different aged based playgrounds with seating in between)	\$220,000
West Parking upgrades	\$121,394
Multi-use Addition	\$995,000

With respect to naming rights, RCDCC plans to have the City Council approve any proposed names with the expectation that the Council will approve any such proposed names without any objections unless there is a substantial and compelling reason for the Council to reject a proposed name. For example, as unlikely as it might be, if the American Nazi Party wanted to name the Community Center Building after Adolph Hitler, the Council would have a substantial and compelling reason to decline such a donation and/or reject the requested name. On the other hand, the Council would not have a substantial and compelling reason to deny accepting a donation from an actual family that resides in Guadalupe in favor

of another family's name. In order to assist the Council, and to clarify the Council's direction concerning gifts made to the City in general, staff intends to bring a Gift Policy for the Council to review and approve at a future meeting.

ATTACHMENTS:

1. Resolution No. 2021-08
2. Draft Capital Campaign Flyer
3. LeRoy Project Donor Form
4. Tax-deductible donation letter (sample)

RESOLUTION NO. 2021-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING THE LEROY PARK AND COMMUNITY CENTER RENOVATION CAPITAL CAMPAIGN**

WHEREAS, the LeRoy Park and Community Center Renovation project's construction costs have increased since September 2018 when the City was awarded the CDBG funds and several park features have been moved to an unfunded phase two; and

WHEREAS, a capital campaign is needed in hopes that the City will be able to fund some, if not all, of the feature in phase two; and

WHEREAS, the City can receive public purpose donations which are tax deductible pursuant to 26 U.S.C. 170(c)(1) and provide donors with a letter acknowledging the tax deductibility of such donations.

WHEREAS, the Rural Community Development Corporation of California (RCDCC) has prepared a draft capital campaign flyer, a LeRoy Park Project Contribution Ideas and Donor Form, and a sample letter to donors acknowledging the tax deductibility of donations for this project, and is willing and able to spearhead the proposed capital campaign.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

1. That the proposed capital campaign is approved and RCDCC is selected to spearhead the capital campaign on behalf of the City.
2. That the draft capital campaign flyer, LeRoy Park Project Contribution Ideas and Donor Form, and a sample letter to donors acknowledging the tax deductibility of donations (all of which are attached to the staff report for this item) are hereby approved, including the proposed donation amounts for Memorial Trees, Memorial Benches, Donation Bricks, and Naming Rights, although RCDCC may make minor revisions to these documents provided they are in substantial conformance with the draft documents.
3. That checks from donors will be made payable to the City of Guadalupe but will be routed through RCDCC for tracking and related administrative purposes. RCDCC will create a tracking system, and once each donation is entered into the tracking system the donations will be forwarded to the Finance Department for depositing into a LeRoy Park sub-account to be used to pay for the unfunded park features.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 26th day of January 2021 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2021-08** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 26, 2021, and that same was approved and adopted.

ATTEST:

Todd Bodem, Deputy City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney



Contribute to the LeRoy Park & Community Center Renovation!



The City submitted an application for a CDBG grant in 2017 for renovation of Leroy Park and its community center. The grant was awarded in September in 2018 and construction began in August 2020. Construction costs increased in the 3-year gap between application submittal and the first day of construction. As a result, the \$4.1 million grant is no longer enough to complete all the desired elements of this project. Existing funding will complete the main portion of the community center. Additional desired features that currently lack funding are listed on this flyer.

Ways to donate

Memorial Trees \$300

Memorial Benches \$ 1,100

Donation bricks \$500

Naming Rights (various amounts)

Alternates the City is hoping to fund

- A. Front Field & Picnic Area
- B. Front East Picnic Area
- C. Phase 2 Site Improvements
- D. Playground Area
- E. Adult Exercise Area
- F. North Picnic Area
- G. Rear Field & Earthen Amphitheater
- H. West Parking Improvements
- I. Multi-use Addition

If you have any questions or need more details please contact Sonia Rios-Ventura at (805)356-3906 or SoniaRiosVentura@RCDCC.org or visit the Los Amigos de Guadalupe's website at www.losamigosdeguadalupe.org



LeRoy Park and Community Center Capital Campaign Contributions Ideas

The City applied to the State for funding in 2017 and in September 2018 the City received an award to renovate the LeRoy community center and park. The final approved design was completed in 2019 but the estimated costs were well above the amount of the award. The City and its stakeholder group (Amigos del LeRoy Park) prioritized the community center and some basic park upgrades. There are a number of park features that the community wanted that are currently unfunded (listed below).

Any contribution will be considered a donation and tax deductible.

The following are multiple ways you can support the City of Guadalupe and its Capital Campaign for the LeRoy Park and Community Center.

Memorial/Supporter Brick:

As part of the renovation of the park, the flagpole will be replaced and the area around the pole will have pavers that can be personalized. There are a limited number of bricks/pavers based on the design around the flagpole.

3 lines with a max. of 15 characters per line. Donation amount: \$500

Memorial/Supporter Tree

Due to the conditions of the existing trees and the design layout, many of the original trees have been removed and need to be replaced. Additionally, since the park is notoriously windy the design includes unfunded trees all along the western part of the park for the creation of a wind break. With small plaques these trees, throughout the park can become memorial trees for a loved one, or simply a tree with the donor's name on it.

Donation Amount: \$300

Memorial/Supporter Bench

There are several places round the park to place benches, some are already in the design (playground area) and will, when sponsored, have a small plaque in memorial or simply with the name of the donor.

Donation Amount: \$1,100



Naming Rights/Sponsor a Park Feature

The following are all the unfunded features. The City is offering the opportunity to have these individual features named after the sponsor. Naming of features will go to the City Council for resolution approval. If interested RCDCC can provide a site map outlining each feature, renderings of the feature and have an actual site visit to help show the sponsor where each feature will be within the park. The following prices include both the equipment and installation:

Adult Exercise Area	\$45,000
Earthen Amphitheater	\$30,000
Front West BBQ Area	\$90,000
Front East BBQ Area	\$35,000
North BBQ Area	\$45,000
Playground Area (two different aged based playgrounds with seating in between)	\$220,000
West Parking upgrades	\$121,394
Multi-use Addition	\$995,000

For more information, please contact Sonia Rios-Ventura (Community Development Manager) at (805) 356-3906 Email: SoniaRiosVentura@rcdcc.org Tax ID: 95-6000716



Date

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93458

EIN: 95-6000716

To whom it may concern,

On behalf of the City of Guadalupe and its residents, thank you for supporting the LeRoy Park and Community Center Renovation. Your donations of \$ on date is greatly appreciated and important to our fundraising success

The City of Guadalupe received these funds for the LeRoy Park and Community Center Renovation which is a public purpose project. Donations for public purpose projects are 100% tax-deductible for the City of Guadalupe as described in Section 170(c)(1) of the Internal Revenue Code.

Please retain this letter as proof of your charitable contribution. Thank you for helping us bring Guadalupe's unofficial town square back to life.

Most sincerely,

Ariston Julian, Mayor