

**REPORT TO THE CITY COUNCIL
January 8, 2019**

Prepared By:
Philip F. Sinco, City Attorney

Approved By:
Cruz Ramos, City Administrator

**SUBJECT: OFFER OF FOUR GRANTS OF EASEMENTS FOR STORM DRAINS
AND WATER LINES FOR GUADALUPE COURT PROJECT**

EXECUTIVE SUMMARY:

During design of the Guadalupe Court project, the Public Works Department determined that a waterline easement and drainage easement would be necessary for the project. These easements were not included in the original project conditions approved by the City Council nor on the final subdivision map; however, the waterline easement is necessary to maintain and operate the watermain which connects La Guardia Lane and 11th Street. The drainage easement will allow maintenance and operation of a drainage line that captures water on 11th Street and conveys it across the property to City maintained facilities.

Guadalupe Court, LP, had no objection to providing these easements requested by the Public Works Department and prepared the grants of easements and submitted them to the City Engineer who has reviewed and approved them. However, since these easements were only requested after the City Council gave its final approval to the Project, the City Council has not had an opportunity to give its consent to the grants of easements. Government Code section 27281 provides that deeds or grants conveying real property or any interest therein for public purposes to a public entity shall not be accepted for recordation without the consent of the grantee.

RECOMMENDATION:

That the City Council adopt Resolution No. 2019-02 accepting the four grants of easements for storm drains and water lines from Guadalupe Court, LP, the owners of the Guadalupe Court Project and authorizing the City Clerk, or the City Administrator in the absence of the City Clerk, to consent to the conveyance of the easements for purposes of recording as permitted by Government Code section 27821.

BACKGROUND:

During design of the Guadalupe Court project a couple of issues were discovered that necessitated the request for a waterline easement and a drainage easement. After review by the fire department, it was determined that the original design was inadequate for fire protection. Additional fire hydrants were needed around the property to meet the required standards. To provide adequate flows at the hydrants a water main would need to be constructed through the project from La Guardia Lane to 11th Street. The waterline easement allows the City to operate and maintain the waterline and the fire hydrants on the property.

The original project plans showed drainage from 11th Street being diverted through the onsite drainage facilities. The onsite drainage facilities included underground infiltration for storm water. After review of the system, public works staff were very concerned about the City's potential liability should a hazardous spill of some sort occur on 11th Street. Should this type of event occur, the City could be held responsible for entering the private property and tearing up an underground infiltration system. Public Works staff requested that drainage from 11th Street be routed down a drainage easement to La Guardia Lane where any potential spills could be addressed.

DISCUSSION:

Government Code section 27821 provides, in relevant part:

Deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

In order for the four (4) easements requested by the Public Works Department from Guadalupe Court, LP, to be recorded, there must be evidence that the City Council accepted the offered easements. This consent is usually shown by easements depicted on a final subdivision map, or required as a condition of approval of the project, or in a development agreement; however, the Public Works Department did not request these four (4) easements until after the City Council's final approval of the Project, so the City Council had no opportunity to evidence its consent to the easements grants. For this reason, staff is requesting that the City Council adopt Resolution No. 2019-02 to evidence its acceptance of the easements.

The City Council previously authorized the City Clerk (or the City Administrator in the City Clerk's absence) to provide a certificate of acceptance for conveyance of real property interests so that such conveyances to the City can be recorded; however, the Council's granting of this authority did not replace the requirement that the City Council actually accept the conveyance of the real property interest, which in this case, the Council had not had the opportunity to evidence its acceptance until now.

ALTERNATIVES:

The City Council may decline to accept that grants of easements, but they are necessary for the operation and maintenance of the watermain and fire hydrants on site, as well as operation and maintenance of the drainage system which starts and ends in a City maintained area, so this alternative is not recommended.

FISCAL IMPACT:

None.

ATTACHMENTS:

- 1) Resolution No. 2019-02 entitled "A Resolution of the City Council of the City of Guadalupe, California Accepting Four Grants of Easements for Storm Drains and Water Lines from Guadalupe Court, LP, the Owner of the Guadalupe Court Project."

RESOLUTION NO. 2019-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,
CALIFORNIA ACCEPTING FOUR GRANTS EASEMENTS FOR STORM DRAINS
AND WATERLINES FROM GUADALUPE COURT, LP, THE OWNERS OF THE
GUADALUPE COURT PROJECT**

WHEREAS, the Public Works Department requested certain easements for the construction, maintenance, repair and replacement of a subterranean water line and for storm drains, in connection with the Guadalupe Court Project (“Project”); and

WHEREAS, these easements were not requested by the City as part of the Development Agreement entered into between the parties for this Project nor were they otherwise required to be granted through a condition of approval or a permissible exaction obtained during the approval process; and

WHEREAS, Guadalupe Court, LP, the current owner of the Project, has no objection to granting the four (4) easements requested by the Public Works Department, and has caused the grants of easements to be prepared and has submitted them to the City of Guadalupe, with notarized signatures from the grantors; and

WHEREAS, Government Code section 27281 provides that deeds or grants conveying to a political corporation real property or any interest therein or easement thereon for public purposes shall not be accepted for recordation without the consent of the grantee; and,

WHEREAS, because these four easements were requested by the Public Works Department after the City Council had approved the Project, the City Council has not had the opportunity to give its consent to the grants of easement; and

WHEREAS, the City Council now wishes to give its consent and accept the four offered grants of easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe that the four grants of easements offered by Guadalupe Court, LP for water line and storm drain purposes, attached to the staff report for this item, are hereby accepted by the City Council on behalf of the City, and that the City Clerk, and the City Administrator if the City Clerk is unavailable, is authorized to accept on behalf of the City and consent to the recordation of said grant deeds.

PASSED, APPROVED AND ADOPTED at a regular meeting the 8th day of January 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-02, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 8, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

RECORDING REQUESTED BY and WHEN RECORDED,
RETURN TO:

City of Guadalupe
Attn: City Clerk
918 Obispo Street
Guadalupe, California 93434



This document is recorded for the benefit of the City of Guadalupe, a Municipal Corporation, and is exempt from fee per Government Code Section 27383

APN: 115-230-019, 028 and 031

(Space above this line for Recorder's use only)

GRANT OF EASEMENT **(Storm Drain)**

THIS GRANT OF EASEMENT is made and entered into as of December 7, 2018 by Guadalupe Court, LP, a California limited partnership (“**Grantor**”) in favor of the City of Guadalupe (“**Grantee**”).

RECITALS

A. Grantor is the beneficial owner and holder of exclusive easements (the “**Easements**”) over, across and through a portion of the property currently owned by Gesa A. Figueroa, an unmarried man (the “**Figueroa Property**”) which is described as Santa Barbara County Assessor’s Parcel No. 115-230-019 and more specifically described in **Exhibit A**, attached hereto.

B. The Easements were created by an Easement Agreement dated April 13, 2015, between Gilbert Gonzales, predecessor in interest to Gesa Figueroa, and Cabrillo Economic Development Corporation, predecessor in interest to Grantor, which was recorded on July 14, 2015 as Instrument No. 2015-0037586 in the Official Records of the County Recorder for Santa Barbara County, California (the “**Official Records**”) and amended by a First Amendment to Easement Agreement between Gesa Figueroa and Grantor dated November 16, 2018 and recorded November 20, 2018 as Instrument No. 2018-0049505 of the Official Records (collectively the “**Easement Agreement**”).

C. Under the terms of the Easement Agreement, Grantor has the right to grant further easements to the City of Guadalupe for utilities, drains, lines, and services over areas within the Easement.


D. Grantor desires to grant to Grantee an easement for storm drain purposes that is located on the Figueroa Property within the Easements.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, Grantor hereby grants to Grantee an easement for the construction, maintenance, repair and replacement of a subterranean storm drain in the property described in Exhibit B, attached hereto and depicted on the map attached hereto as Exhibit C.

Guadalupe Court, LP,
a California limited partnership

By: People's Self-Help Housing Corporation,
a California non-profit public benefit
corporation
Its General Partner

Dated: December ____, 2018

By: 
Name: Kenneth Trigueiro
Its: Executive Vice President and
Chief Financial Officer

APPROVED:

Jeffrey A. van den Eikhof, RCE 55920
City Engineer

Date: _____

ATTEST:

Joice Earleen Raguz, City Clerk

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo)

On December 7, 2018 before me, Griselda Ochoa Lopez, Notary Public
(insert name and title of the officer)

personally appeared Kenneth John Trippieiro,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

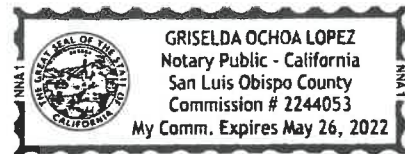
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CONSENT OF LIENHOLDER

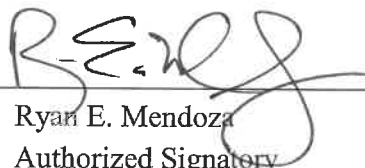
(Storm Drain)

(APN 115-230-019, 028 & 031)

The undersigned, JPMorgan Chase Bank, N.A., a National Banking Association, as the beneficiary under Deed of Trust encumbering certain property owned by Grantor which includes the Easements described in Recital A of the attached Grant of Easement. The undersigned consents to the grant of storm drain easement to the City of Guadalupe under the terms of the Grant of Easement.

JPMorgan Chase Bank, N.A.,
a National Banking Association

By: _____



Name: Ryan E. Mendoza

Title: Authorized Signatory

EXHIBIT A

Legal Description
Figueroa Property

For APN/Parcel ID(s): 115-230-019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT E, NUMBER 29, OF SUBDIVISION NO. 144 OF THE RANCHO GUADALUPE, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP ENTITLED "MAP OF THE TOWN OF GUADALUPE AND SUBDIVISION 143 AND 145 OF THE RANCHO GUADALUPE, IN THE COUNTY OF SANTA BARBARA, CALIFORNIA", RECORDED IN BOOK "B" OF MISCELLANEOUS RECORDS AT PAGE 420 IN THE OFFICE OF THE COUNTY RECORDER DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, BY DEED DATED SEPTEMBER 8, 1950, AND RECORDED IN BOOK 990 AT PAGE 81 OF OFFICIAL RECORDS, SAID CORNER BEING IN THE SOUTHERLY LINE OF ELEVENTH STREET, FORMERLY SECOND STREET, AS SHOWN ON SAID MAP AND ON A SURVEY OF SAID HOUSING AUTHORITY TRACT FILED IN BOOK 30 AT PAGE 35 OF RECORD OF SURVEYS;

THENCE CONTINUING SOUTH 62° 43' EAST ALONG SAID STREET LINE 1210.19 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE 1ST, CONTINUING SOUTH 62° 43' EAST 52.00 FEET;

THENCE 2ND, SOUTH 27° 17' WEST 225.42 FEET;

THENCE 3RD, NORTH 62° 43' WEST 52.00 FEET;

THENCE 4TH, NORTH 27° 17' EAST 225.42 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL ASPHALTUM, PETROLEUM, COAL, GAS, HYDROCARBONS AND ALL OTHER MINERALS.

EXHIBIT B

**LEGAL DESCRIPTION
STORM DRAIN EASEMENT**

That real property in the City of Guadalupe, County of Santa Barbara, State of California being a portion of the property described in the deed from Gilbert C. Gonzales to Gesa A. Figueroa recorded September 13, 2016, as Instrument Number 2016-0046889 in the Office of the County recorded of said County, more particularly described as follows:

Commencing at the most easterly corner of said property being on the southwesterly right-of-way of 11th Street, 66.00 feet wide; thence along the southeasterly line of said property South 27°17'00" West, 172.34 feet to the **True Point of Beginning**; thence continuing

1. South 27°17'00" West, 6.53 feet; thence leaving said southeasterly line
2. South 77°16'29" West, 7.66 feet; thence
3. South 81°45'13" West, 27.70 feet to the easterly line of the easement and right-of-way for public road and public utilities as described in the deed from Federico Fierro to the County of Santa Barbara recorded February 11, 1984, as Instrument Number 84-5786, records of said County; thence
4. North 7°49'50" West, 5.00 feet to last said easterly line; thence
5. North 81°45'13" East, 27.47 feet; thence
6. North 77°16'29" East, 11.66 feet to the **True Point of Beginning**.

The above described property contains 186 square feet, more or less, and is shown graphically on Exhibit "B" attached hereto and incorporated herein.

* * *

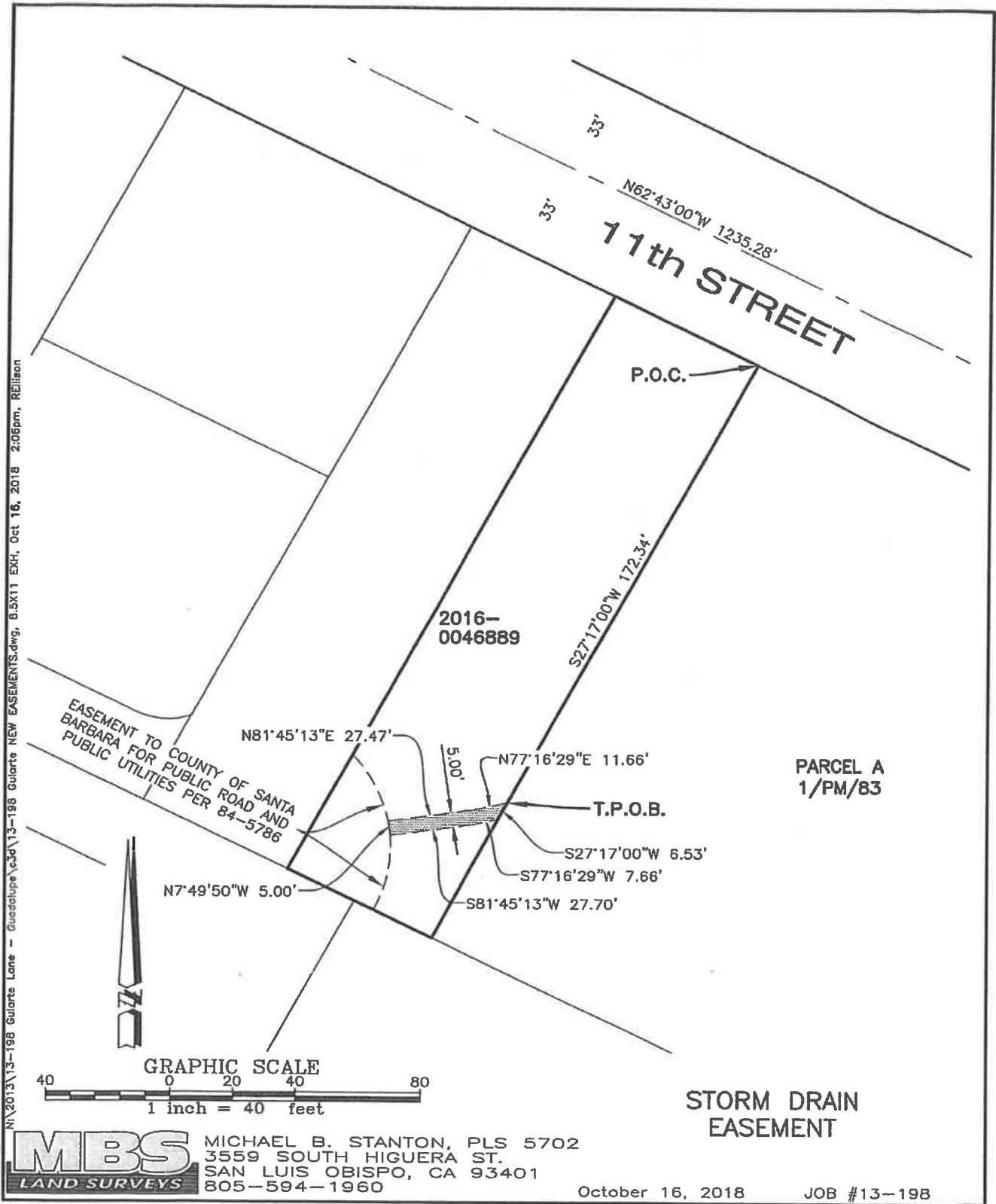




Michael B. Stanton, PLS5702

11-19-2018
Date

EXHIBIT C



N:\2013\13-198 Gularde Lane - Guadalupe\cad\13-198 Gularde NEW EASEMENTS.dwg, B.SX11 EXH, Oct 16, 2018 2:06pm, Rellison



MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

October 16, 2018

JOB #13-198

NOTARIAL ACKNOWLEDGMENT

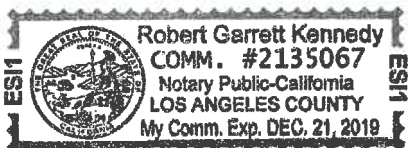
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On December 4, 2018, before me, Robert Garrett Kennedy, Notary Public, personally appeared Ryan E. Mendoza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.



Robert Garrett Kennedy
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.

Signature

(Seal)

RECORDING REQUESTED BY and WHEN RECORDED,
RETURN TO:

City of Guadalupe
Attn: City Clerk
918 Obispo Street
Guadalupe, California 93434



This document is recorded for the benefit of the City of Guadalupe, a Municipal Corporation, and is exempt from fee per Government Code Section 27383

APN: 115-230-028 and 031

(Space above this line for Recorder's use only)


GRANT OF EASEMENT
(Water Line)

FOR VALUE RECEIVED, Guadalupe Court, LP, a California limited partnership, hereby grants to the City of Guadalupe an easement for the construction, maintenance, repair and replacement of a subterranean water line in the property described in **Exhibit A**, attached hereto and depicted on **Exhibit B**, attached hereto.

Guadalupe Court, LP,
a California limited partnership

By: People's Self-Help Housing Corporation,
a California non-profit public benefit corporation
Its General Partner

Dated: December 7, 2018

By: 
Name: Kenneth Trigueiro
Its: Executive Vice President and Chief Financial Officer

APPROVED:

Jeffrey A. van den Eikhof, RCE 55920
City Engineer

Date: _____

ATTEST:

Joice Earleen Raguz, City Clerk

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo)

On December 7, 2018 before me, Griselda Ochoa Lopez, Notary Public
(insert name and title of the officer)

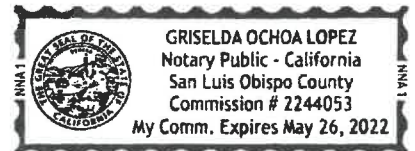
personally appeared Kenneth John Triguero,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



CONSENT OF LIENHOLDER

(Water Line)

(APN 115-230-028 & 031)

The undersigned, JPMorgan Chase Bank, N.A., a National Banking Association, holds the Deed of Trust over the property owned by Grantor. The undersigned consents to the grant of water line easement to the City of Guadalupe.

JPMorgan Chase Bank, N.A.,
a National Banking Association

By: _____

Name: Ryan E. Mendoza

Title: Authorized Signatory

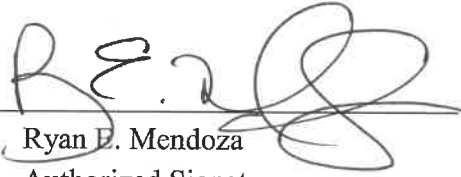
A handwritten signature in black ink, appearing to read "R. E. Mendoza", is written over a horizontal line. The signature is stylized and cursive.

EXHIBIT A

**LEGAL DESCRIPTION
WATER LINE EASEMENT**

That real property in the City of Guadalupe, County of Santa Barbara, State of California being a portion of Parcel A of Parcel Map Number 10,536 as shown on the map filed in Book 1 of Parcel Maps at Page 83 in the Office of the County Recorder of said County together with a portion of the property described in the Conditional Certificate of Compliance recorded November 2, 2017, as Instrument Number 2017-0053004 in the Office of the County Recorder of said County, more particularly described as follows:

Commencing at the most northerly corner of said Parcel A being on the southwesterly right-of-way of 11th Street, 66.00 feet wide; thence along the northwesterly line of said property South 27°17'00" West, 193.29 feet to the True Point of Beginning; thence continuing

1. South 27°17'00" West, 10.00 feet; thence
2. South 62°41'53" East, 249.39 feet; thence
3. South 85°12'10" East, 38.94 feet; thence
4. North 72°17'33" East, 69.25 feet; thence
5. North 49°47'17" East, 75.90 feet; thence
6. North 27°17'00" East, 69.40 feet to said southwesterly right-of-way of 11th Street; thence along said right-of-way
7. North 62°43'00" West, 10.00 feet; thence leaving said right-of-way
8. South 27°17'00" West, 45.29 feet; thence
9. North 55°52'47" West, 12.47 feet; thence
10. South 37°31'18" West, 30.64 feet; thence
11. South 40°12'43" East, 13.96 feet; thence
12. South 49°47'17" West, 59.05 feet; thence
13. South 72°17'33" West, 65.27 feet; thence

EXHIBIT A
(Cont'd.)

14. North 85°12'10" West, 34.96 feet; thence
15. North 62°41'53" West, 92.60 feet; thence
16. North 27°18'07" East, 17.50 feet; thence
17. North 62°41'53" West, 27.75 feet; thence
18. South 27°18'07" West, 17.50 feet; thence
19. North 62°41'53" West, 81.05 feet; thence
20. North 27°17'00" East, 125.87 feet; thence
21. South 62°43'00" East, 23.50 feet; thence
22. North 27°17'00" East, 15.75 feet; thence
23. North 62°43'00" West, 33.50 feet; thence
24. South 27°17'00" West, 141.62 feet; thence
25. North 62°41'53" West, 36.00 feet to the True Point of Beginning.

The above described property contains 7,998 square feet, more or less, and is shown graphically on Exhibit "B" attached hereto and incorporated herein.

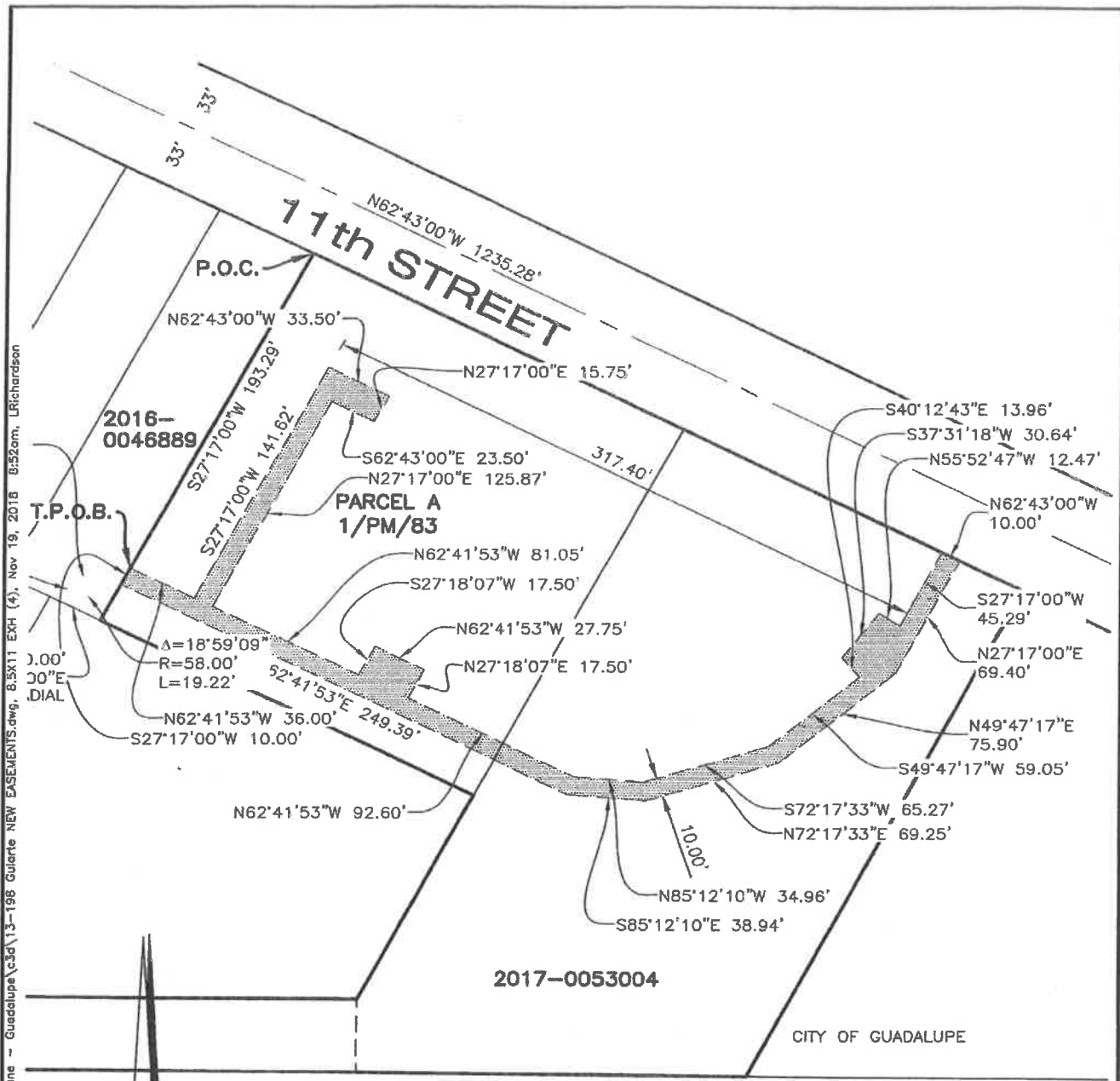


* * *

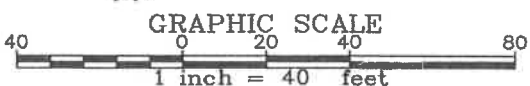
 11.19.2018

Michael B. Stanton, PLS5702 Date

EXHIBIT B



N:\2013\13-198 Guiente Lane - Guadalupe\cadd\13-198 Guiente NEW EASEMENTS.dwg, 8.5X11 EXH (4), Nov 19, 2018 8:52am, LRichardson



WATER LINE EASEMENT



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

November 19, 2018 JOB #13-198

NOTARIAL ACKNOWLEDGMENT

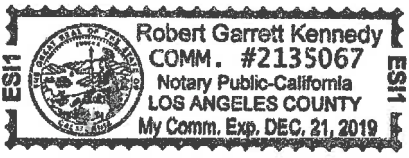
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On December 4, 2018, before me, Robert Garrett Kennedy, Notary Public, personally appeared Ryan E. Mendoza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.



Robert Garrett Kennedy
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
COUNTY OF)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.

Signature

(Seal)

RECORDING REQUESTED BY and WHEN RECORDED,
RETURN TO:

City of Guadalupe
Attn: City Clerk
918 Obispo Street
Guadalupe, California 93434



This document is recorded for the benefit of the City of Guadalupe, a Municipal Corporation, and is exempt from fee per Government Code Section 27383

APN: 115-230-019, 028 and 031

(Space above this line for Recorder's use only)

GRANT OF EASEMENT **(Water Line)**

THIS GRANT OF EASEMENT is made and entered into as of December 7, 2018 by Guadalupe Court, LP, a California limited partnership (“**Grantor**”) in favor of the City of Guadalupe (“**Grantee**”).

RECITALS

A. Grantor is the beneficial owner and holder of exclusive easements (the “**Easements**”) over, across and through a portion of the property currently owned by Gesa A. Figueroa, an unmarried man (the “**Figueroa Property**”) which is described as Santa Barbara County Assessor’s Parcel No. 115-230-019 and more specifically described in **Exhibit A**, attached hereto.

B. The Easements were created by an Easement Agreement dated April 13, 2015, between Gilbert Gonzales, predecessor in interest to Gesa Figueroa, and Cabrillo Economic Development Corporation, predecessor in interest to Grantor, which was recorded on July 14, 2015 as Instrument No. 2015-0037586 in the Official Records of the County Recorder for Santa Barbara County, California (the “**Official Records**”) and amended by a First Amendment to Easement Agreement between Gesa Figueroa and Grantor dated November 16, 2018 and recorded November 20, 2018 as Instrument No. 2018-0049505 of the Official Records (collectively the “**Easement Agreement**”).

C. Under the terms of the Easement Agreement, Grantor has the right to grant further easements to the City of Guadalupe for utilities, drains, lines, and services over areas within the Easement.


D. Grantor desires to grant to Grantee an easement for water line purposes that is located on the Figueroa Property within the Easements.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, Grantor hereby grants to Grantee an easement for the construction, maintenance, repair and replacement of a subterranean water line in the property described in Exhibit B, attached hereto and depicted on the map attached hereto as Exhibit C.

Guadalupe Court, LP,
a California limited partnership

By: People's Self-Help Housing Corporation,
a California non-profit public benefit
corporation
Its General Partner

Dated: December ____, 2018

By: 
Name: Kenneth Triguero
Its: Executive Vice President and
Chief Financial Officer

APPROVED:

Jeffrey A. van den Eikhof, RCE 55920
City Engineer

Date: _____

ATTEST:

Joice Earleen Raguz, City Clerk

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo)

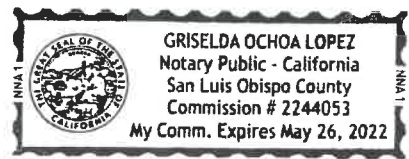
On December 7, 2018 before me, Griselda Ochoa Lopez, Notary Public
(insert name and title of the officer)

personally appeared Kenneth John Triguero,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



CONSENT OF LIENHOLDER


(Water Line)

(APN 115-230-019, 028 & 031)

The undersigned, JPMorgan Chase Bank, N.A., a National Banking Association, as the beneficiary under Deed of Trust encumbering certain property owned by Grantor which includes the Easements described in Recital A of the attached Grant of Easement. The undersigned consents to the grant of water line easement to the City of Guadalupe, under the terms of the Grant of Easement.

JPMorgan Chase Bank, N.A.,
a National Banking Association

By: _____



Name: Ryan E. Mendoza

Title: Authorized Signatory

EXHIBIT A

**Legal Description
Figuroa Property**

For APN/Parcel ID(s): 115-230-019

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GUADALUPE, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT E, NUMBER 29, OF SUBDIVISION NO. 144 OF THE RANCHO GUADALUPE, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP ENTITLED "MAP OF THE TOWN OF GUADALUPE AND SUBDIVISION 143 AND 145 OF THE RANCHO GUADALUPE, IN THE COUNTY OF SANTA BARBARA, CALIFORNIA", RECORDED IN BOOK "B" OF MISCELLANEOUS RECORDS AT PAGE 420 IN THE OFFICE OF THE COUNTY RECORDER DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, BY DEED DATED SEPTEMBER 8, 1950, AND RECORDED IN BOOK 990 AT PAGE 81 OF OFFICIAL RECORDS, SAID CORNER BEING IN THE SOUTHERLY LINE OF ELEVENTH STREET, FORMERLY SECOND STREET, AS SHOWN ON SAID MAP AND ON A SURVEY OF SAID HOUSING AUTHORITY TRACT FILED IN BOOK 30 AT PAGE 35 OF RECORD OF SURVEYS;

THENCE CONTINUING SOUTH 62° 43' EAST ALONG SAID STREET LINE 1210.19 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

THENCE 1ST, CONTINUING SOUTH 62° 43' EAST 52.00 FEET;

THENCE 2ND, SOUTH 27° 17' WEST 225.42 FEET;

THENCE 3RD, NORTH 62° 43' WEST 52.00 FEET;

THENCE 4TH, NORTH 27° 17' EAST 225.42 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL ASPHALTUM, PETROLEUM, COAL, GAS, HYDROCARBONS AND ALL OTHER MINERALS.

EXHIBIT B

LEGAL DESCRIPTION WATER LINE EASEMENT

That real property in the City of Guadalupe, County of Santa Barbara, State of California being a portion of the property described in the deed from Gilbert C. Gonzales to Gesa A. Figueroa recorded September 13, 2016, as Instrument Number 2016-0046889 in the Office of the County recorded of said County, more particularly described as follows:

STRIP 1

Commencing at the most easterly corner of said property being on the southwesterly right-of-way of 11th Street, 66.00 feet wide; thence along the southeasterly line of said property South 27°17'00" West, 193.29 feet to the **True Point of Beginning**; thence continuing

1. South 27°17'00" West, 10.00 feet; thence leaving said southeasterly line
2. North 62°41'53" West, 6.31 feet; thence
3. North 85°08'10" West, 18.57 feet to the easterly line of the easement and right-of-way for public road and public utilities as described in the deed from Federico Fierro to the County of Santa Barbara recorded February 11, 1984, as Instrument Number 84-5786, records of said County, said point being hereinafter called "Point A"; thence
4. North 3°01'55" East, 10.01 feet to last said easterly line; thence
5. South 85°08'10" East, 20.88 feet; thence
6. South 62°41'53" East, 8.29 feet to the **True Point of Beginning**.

STRIP 2

Beginning at the above described "Point A"; thence along said easement and right-of-way for public road and public utilities

1. Southerly along a non-tangent curve having a radius of 48.00 feet, a radial line to said curve bears South 80°59'09" East, through a central angle of 18°16'09", an arc distance of 15.31 feet to a point on the

EXHIBIT B
(Cont'd.)

- southeasterly line of said Figueroa land; thence leaving said right-of-way line along said southeasterly line
2. South 62°43'00" East, 10.00 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 58.00 feet which lies 10.00 feet southeasterly of and concentric with aforementioned right-of-way line, a radial line to said curve bears South 62°42'00" East; thence
 3. Northerly along said curve through a central angle of 18°59'09", an arc distance of 19.22 feet to a point on the above described Strip 1 which lies South 85°08'10" East, 10.02 feet from the true point of beginning; thence
 4. North 85°08'10" West along said Strip 1, a distance of 10.02 feet to the **true point of beginning**

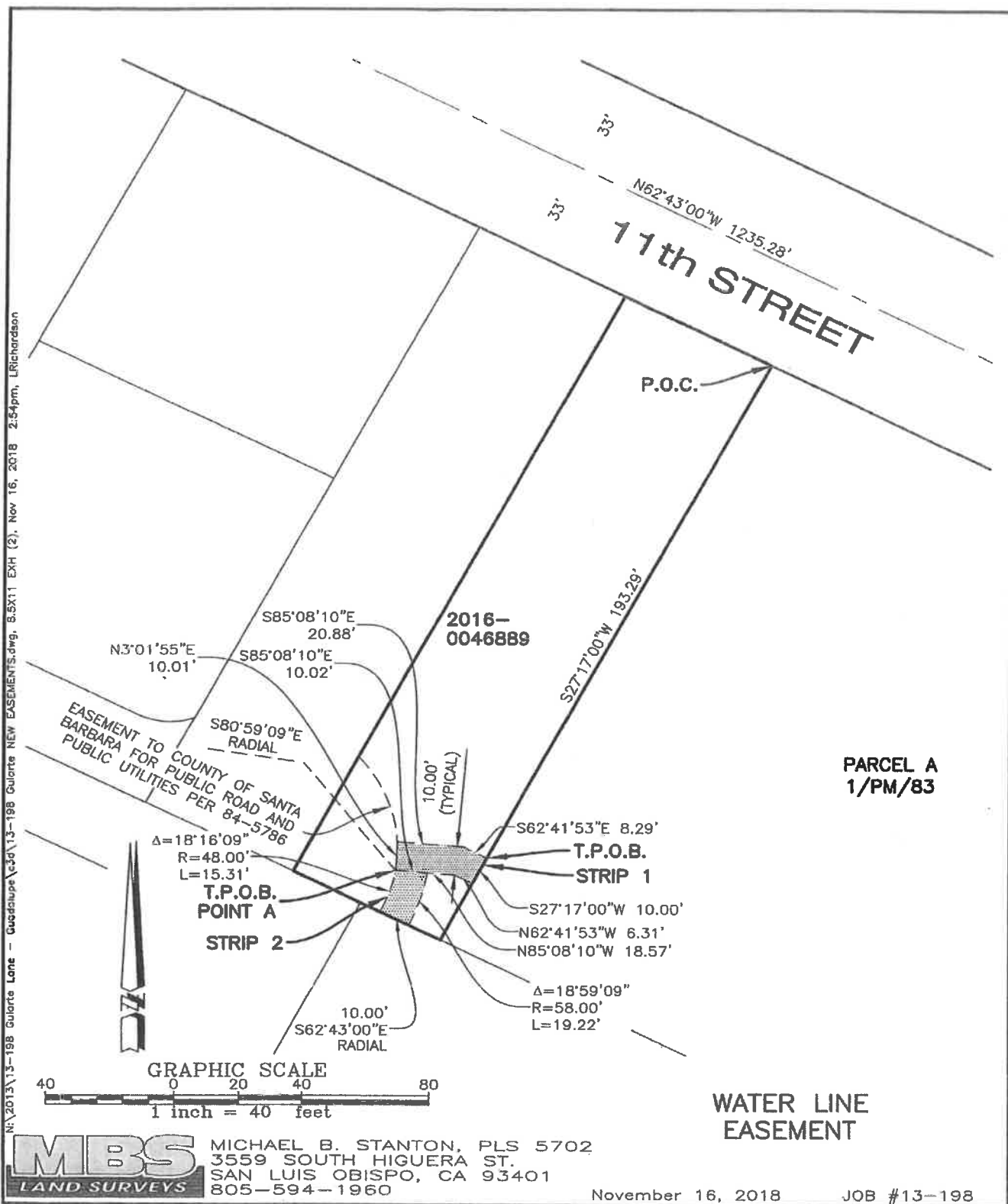
The above described property contains 433 square feet, more or less, and is shown graphically on Exhibit "B" attached hereto and incorporated herein.

* * *


Michael B. Stanton, PLS5702 11-19-2018
Date



EXHIBIT C



NOTARIAL ACKNOWLEDGMENT

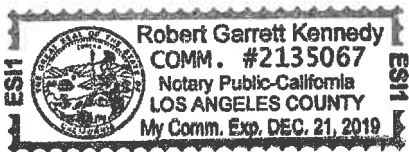
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On December 4, 2018, before me, Robert Garrett Kennedy, Notary Public, personally appeared Ryan E. Mendoza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.



Robert Garrett Kennedy
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.

Signature

(Seal)

RECORDING REQUESTED BY and WHEN RECORDED,
RETURN TO:

City of Guadalupe
Attn: City Clerk
918 Obispo Street
Guadalupe, California 93434



This document is recorded for the benefit of the City of Guadalupe, a Municipal Corporation, and is exempt from fee per Government Code Section 27383

APN: 115-230-028 and 031

(Space above this line for Recorder's use only)

GRANT OF EASEMENT
(Storm Drain)

FOR VALUE RECEIVED, Guadalupe Court, LP, a California limited partnership, hereby grants to the City of Guadalupe an easement for the construction, maintenance, repair and replacement of a subterranean storm drain in the property described in **Exhibit A**, attached hereto and depicted on **Exhibit B**, attached hereto.

Guadalupe Court, LP,
a California limited partnership

By: People's Self-Help Housing Corporation,
a California non-profit public benefit corporation
Its General Partner

Dated: December 7, 2018

By: _____
Name: Kenneth Trigueiro
Its: Executive Vice President and
Chief Financial Officer

APPROVED:

Jeffrey A. van den Eikhof, RCE 55920
City Engineer

Date: _____

ATTEST:

Joice Earleen Raguz, City Clerk

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo)

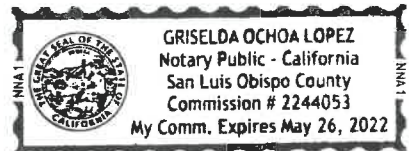
On December 7, 2018 before me, Griselda Ochoa Lopez, Notary Public
(insert name and title of the officer)

personally appeared Kenneth John Trigueiro,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONSENT OF LIENHOLDER

(Storm Drain)

(APN 115-230-028 & 031)

The undersigned, JPMorgan Chase Bank, N.A., a National Banking Association, holds the Deed of Trust over the property owned by Grantor. The undersigned consents to the grant of storm drain easement to the City of Guadalupe.

JPMorgan Chase Bank, N.A.,
a National Banking Association

By: _____



Name: Ryan E. Mendez

Title: Authorized Signatory

EXHIBIT A

**LEGAL DESCRIPTION
STORM DRAIN EASEMENT**

That real property in the City of Guadalupe, County of Santa Barbara, State of California being a portion of Parcel A of Parcel Map Number 10,536 as shown on the map filed in Book 1 of Parcel Maps at Page 83 in the Office of the County Recorder of said County more particularly described as follows:

Beginning at the most northerly corner of said Parcel A being on the southwesterly right-of-way of 11th Street, 66.00 feet wide; thence along the northwesterly line of said property

1. South 27°17'00" West, 178.87 feet; thence leaving said northwesterly line
2. North 77°16'29" East, 6.64 feet; thence
3. North 27°17'00" East, 174.60 feet to said southwesterly right-of-way of 11th Street; thence along said right-of-way
4. North 62°43'00" West, 5.08 feet to the **Point of Beginning**.

The above described property contains 898 square feet, more or less, and is shown graphically on Exhibit "B" attached hereto and incorporated herein.

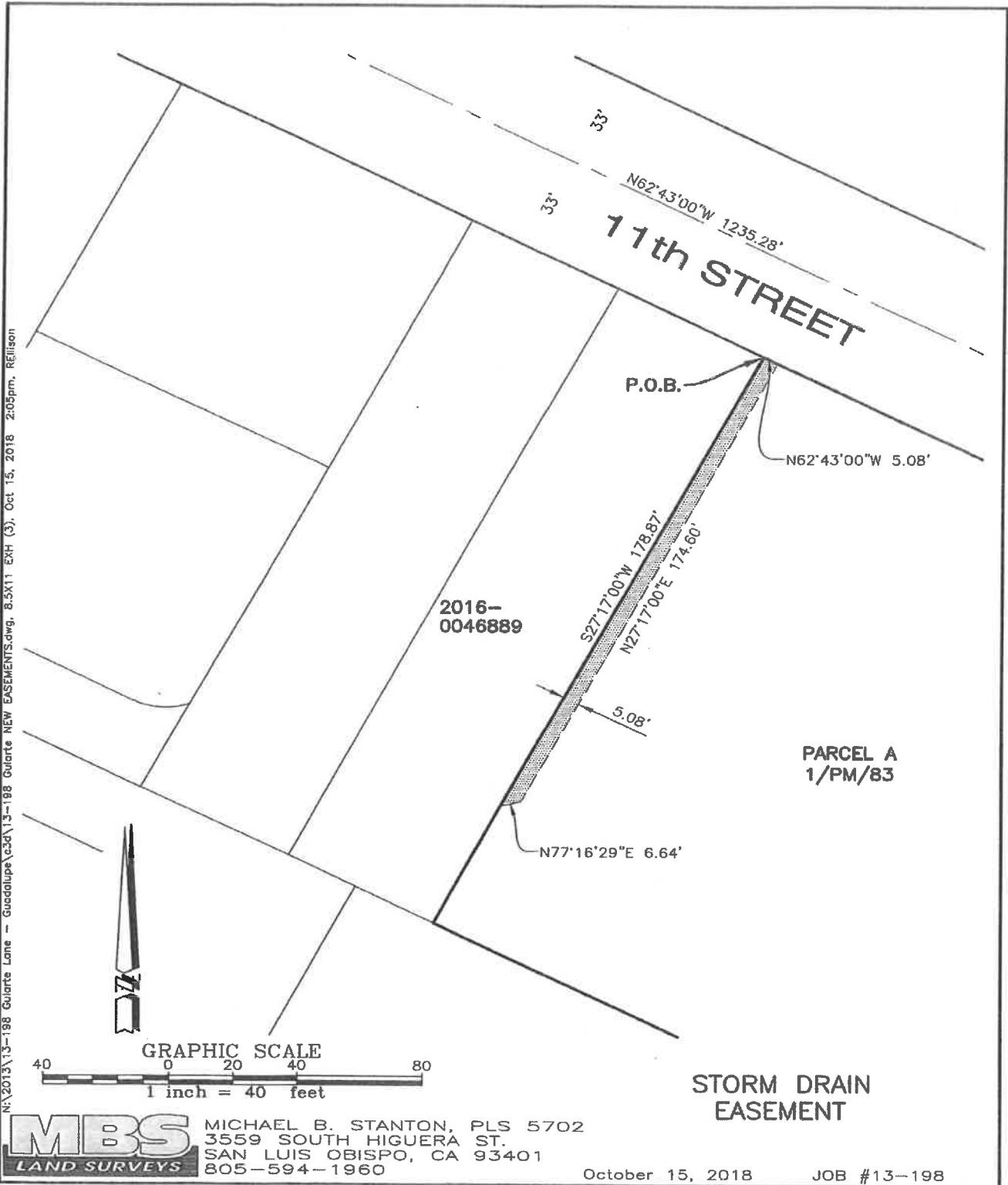
* * *




Michael B. Stanton, PLS5702

11-19-2018
Date

EXHIBIT B



NOTARIAL ACKNOWLEDGMENT

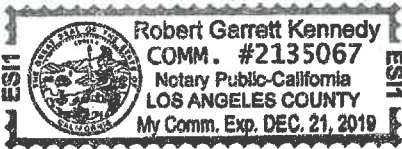
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On December 4, 2018, before me, Robert Garrett Kennedy, Notary Public, personally appeared Ryan E. Mendoza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.



Robert Garrett Kennedy
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2018, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official seal.

Signature

(Seal)

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE

Agenda of January 8, 2019



for Cruz Ramos

Prepared by:

Cruz Ramos, City Administrator

SUBJECT: PROPOSAL TO RETROACTIVELY APPROVE A CONTRACT WITH RCDCC TO INITIALIZE AND COMPLETE ALL PHASES OF THE 2018 CDBG NOFA GRANT APPLICATION PROCESS

RECOMMENDATION:

It is recommended that the City Council approve the hiring of Rural Community Development Corporation of California (RCDCC) to initiate all phases of the 2018 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) process culminating with a public hearing seeking public input for the proposed submission of a CDBG) application, approve a resolution in support of the grant application, and authorize Mayor or designee to sign applications and supportive documents on behalf of the city.

BACKGROUND:

On November 9, 2018, the City of Guadalupe received a NOFA for grant funding from the State of California's Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program. The application deadline is February 5, 2019. With limited time and resources, staff enlisted Mr. Thomas Brandeberry of RCDCC to initiate the process. Mr. Brandeberry is the current grant administrator for the City's 2017 CDBG funded project. He has firsthand expertise in all phases of CDBG having worked as a department chief in various departments before retiring to form RCDCC.

DISCUSSION:

An initial community on December meeting and staff consultations have been held to seek public and staff input to identify priority projects based on need and readiness. These discussions included public facilities, economic development, planning, and technical assistance funding categories. Due to time constraints, projects were prioritized based on “need and readiness” which typically receive higher scores. After the public hearing and based on public input with Council approval, RCDCC will complete the 2018 CDBG application(s) submitting one original application, an electronic copy and a USB thumb drive to HCD. The City of Guadalupe will receive one electronic and a complete physical copy of the 2018 CDBG application. RCDCC will complete all needed documents, forms and attachments as required as required in the 2018 State CDBG NOFA. RCDCC will coordinate with City staff and contractors to ensure all required information, forms, documents, signatures meet and are submitted to CDBG no later than the February 5, 2019 deadline.

FISCAL IMPACT:

There is no local match for participation in the CDBG program. Any and all applications will be completed by Mr. Brandeberry for a rate of \$4,950 paid through (17CDBG12099) General Admiration Program. If applications submitted are approved and funded by CDBG funds, the City of Guadalupe will realize one activity with an estimated total value of \$3,000,000, of which the administration portion will be \$225,000 as required by CDBG for contract implementation.

Attachments:

1. RCDCC contract
2. Public Meeting Report

CONTRACT BY AND BETWEEN

City of Guadalupe, California

AND

Rural Community Development Corporation of
California (RCDCC), a 501C3

THIS AGREEMENT, is made and entered into as of the 19th day, of DECEMBER 2018, by and between the City of Guadalupe, California, hereinafter called "CITY", and the RURAL COMMUNITY DEVELOPMENT CORPORATION OF CALIFORNIA (RCDCC)"CONTRACTOR" represented by TOMAS BRANDEBERRY.

1. CONTRACT WITH CONTRACTOR: The CITY hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with the applicable federal and state CDBG regulations to complete the CITY'S 2018 State of California CDBG program application.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than one year later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow the City to inspect records as may be required by the City to ensure compliance of program management purposes. Such records shall be limited to the scope of work in this contract.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the City.

The rights of access and inspection provided in this paragraph shall continue until completion of the application process with the Department of Housing and Community Development, CDBG Program.

The records (electronic version of the Application and all supporting documents) shall be kept for a minimum of four years from the date of application submission date.

4. FINANCIAL REPORTS: The Contractor shall furnish the City with a Contractor's invoice with any supporting documents the City requires for payment.

5. CHANGES: The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the City deems it appropriate.

6. TERMINATION FOR CONVENIENCE: The City may terminate the Contract at any

time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7. TERMINATION OR SUSPENSION FOR CAUSE: The City may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved program conditions;
- (2) submission by the Contractor to the City, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the funds from the Department of Housing and Community Development, to the City, under which this contract is made, or the portion thereof delegated by this contract.

The City, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment period.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the City, the Contractor shall terminate the contract by giving reasonable written notice to the City, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the City. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined. The City may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the City to reimburse funds.

8. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City.

9. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State CDBG assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

11. DISCRIMINATION CLAUSE: The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program and time schedule as needed to meet the CDBG 2018 Application timeline.

13. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the work is situated, and

no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the City may agree in writing to waive a conflict (with State CDBG program approval) otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the City determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation local law or any charter provision of the Contractor.

14. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract to provide the Contractor with contract funds in the amount of \$4,950, one full payment at the time the City receives the complete 2018 CDBG program Application.

15. CDBG GENERAL ADMINISTRATION: The source of the \$4,950 will come from the City's CDBG 2017 grant (17CDBG12099). No program income will result from the work performed in this contract.

16. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1524 and 1525.

1) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

- (1) All cost will be associated with work needed to complete the 2018 CDBG Application for Funding.
- (2) Cost will include but not be limited to travel cost, and staff time to complete the written application and attend appropriate meetings and traveling and conference calls.

Procedures for Requisitioning Payments

The Contractor shall submit and invoice upon execution of this agreement and will be required to submit a completed 2018 CDBG Application to the City.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of January, 2019.

Contractor:

Tom Brandeberry,
President & CEO
Rural Community Development
Corporation of California (RCDCC)

City

CRUZ RAMOS
CITY OF GUADALUPE,
CALIFORNIA

APPROVED AS TO FORM:

PHILIP F. SINCO, City Attorney

6a.

**REPORT TO THE CITY COUNCIL
January 8, 2019**



Prepared by:
Larry Appel, Contract City Planner



Approved by:
Cruz Ramos, City Administrator

SUBJECT: PUBLIC HEARING TO CONSIDER A CONDITIONAL USE PERMIT APPLICATION TO USE THE PIONEER STREET APARTMENTS, A 34-UNIT MULTI-FAMILY HOUSING PROJECT, LOCATED AT 856, 864, AND 872 PIONEER STREET FOR "EMPLOYEE HOUSING," 2018-134-CUP; APN 115-092-001, AND -025.

EXECUTIVE SUMMARY:

In 2015, the City Council approved a conditional use permit for the Pioneer Street Apartments, a 34-unit multi-family apartment project in the General-Commercial zone at 856, 864, and 872 Pioneer Street. A conditional use permit was required because dwelling units were located on the first floor. The current application for a conditional use permit is for essentially the same 34-unit housing project as originally approved in 2015, except the applicant seeks to use the project for "employee housing."

Staff determined that the only way that the City Council could provide the Applicant with the requested 'employee housing' under the provisions of the City's Municipal Code would be for it to grant the applicant a conditional use permit to operate the project as a "group dwelling" pursuant to Guadalupe Municipal Code (GMC) Section 18.030.036. Although the City Council may choose to grant the conditional use permit the applicant seeks, staff does not recommend that the Council do so. Staff believes that the use of the property as "employee housing" does not further key policies of the General Plan for the General-Commercial/Central Business District land use designation and the General-Commercial zoning district. In addition, the Applicant has indicated an intent to change the approved floor plan for the apartments which would reduce the size of the living/dining area by adding a temporary wall to create an additional "sleeping area" so more employees could be housed in each unit. Staff also does not support this reduction of the available common area in order to house more individuals in the units because it is not in the best interests for the health and welfare of the persons residing in these units.

This item was originally placed on the City Council's agenda for its meeting of December 12, 2018, but was continued to the meeting of January 8, 2019, at the

request of the applicant.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff (Larry Appel, Contract City Planner); and
- 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. 2019-03 denying the Conditional Use Permit for the Pioneer Street Apartment Project for Employee Housing (2018-134-CUP); or
- 4) If the Council wishes to approve the Conditional Use Permit, the Council should continue the hearing to February 12, 2019, to allow staff time to prepare findings in support of approval along with conditions for the Council's consideration.

BACKGROUND:

An application for a conditional use permit ("CUP") for the Pioneer Apartments project was submitted on March 11, 2015. This project (the "original project") consisted of a total of 34 apartments in two separate three-story buildings (17 units in each). The units were proposed for multi-family housing and would be approximately 932 square feet with two bedrooms, bathroom, kitchen and living room/dining room. A CUP was required for the original project because, pursuant to Guadalupe Municipal Code ("GMC") section 18.030.036.A, dwelling units on the first floor of a structure in the General-Commercial zone require a conditional use permit.

The project was brought to the City Council where it was approved on October 27, 2015. In February 2016, the applicant submitted a building permit application to the Building Department and began the plan check process, but building permits were never issued. The CUP issued for the original project was at risk of expiring, but the City Council granted two one-year time extensions. The currently approved CUP will now expire on October 27, 2019.

Although the applicant can proceed with the currently approved project (subject to resubmission of new building plans that comply with the 2016 Building Code updates), and can use it to house employees or families or whoever else is legally entitled to reside in the apartments, the applicant is requesting an affirmative approval from the City Council for the project to be used specifically for "employee housing," as the term is defined by and regulated under state law. In essence, the applicant is seeking a legally enforceable entitlement to use the project for "employee housing."

DISCUSSION:

Employee housing is not defined in, or regulated by, the Guadalupe Municipal Code, but it is defined in and extensively regulated by the Employee Housing Act (California Health & Safety Code §§ 1700, *et seq.*). These regulations basically provide that employee housing is to be treated in the same way as any other residential use in the applicable zoning district when it occurs in single or multi-family dwellings.

Health & Safety Code § 17021.5 provides: "...For the purpose of all local ordinances, employee housing shall not be included within the definition of a boarding house, rooming house, hotel, dormitory, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling. No conditional use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone."

By "employee housing," the Applicant is referring specifically to the housing of temporary foreign workers permitted to enter and work in the United States under the H-2A Visa Program, although that is not the only type of "employee housing" recognized by state law. The federal H-2A program is designed to allow agricultural employers and their agents (e.g., labor supply contractors) to hire foreign nationals on a temporary basis to perform work when the employer can demonstrate there are an insufficient number of domestic workers available to perform the required work. Typically, the temporary workers are able to stay in the United States for between three (3) and ten (10) months (although longer or shorter stays are possible). The employer who wants to hire these foreign workers must apply to the federal Department of Labor for permission to do so, and if their request is approved, must provide housing at no cost to the workers and provide meals (at a nominal cost) or provide facilities for the workers to do their own cooking. The employer must also provide transportation to and from the work site and once a week for grocery shopping, laundry, etc. The foreign workers must pass a background check by the Department of Homeland Security, and if they pass, are issued a visa to enter into the United States. The particular visa is called an "H-2A" visa. The H-2A program has been utilized more and more by local agricultural businesses, and there is great need for housing for these workers.

Even though the Employee Housing Act was written many years before the federal H-2A Visa Program was extensively utilized in California and was primarily intended to regulate the housing of domestic farm workers and their families, the California Department of Housing and Community Development has made it clear that it applies to the housing of H-2A workers. There are also federal regulations concerning the housing of H-2A workers. Both state and federal regulations apply to "employee housing," and whichever one is stricter will apply if there is any overlap. For example, under California law, any room used for "sleeping purposes" must be at least 70 square feet, and two persons may sleep in such a room. For every additional person, there must be an additional 50 square feet, thus, three persons may sleep in a room that has 120 square feet. However, under federal regulations for the housing of H-2A workers, a minimum of

50 square feet is required for each worker in a sleeping room, so no more than two H-2A workers could sleep in a room with 120 square feet.

As mentioned previously, the City's Municipal Code does not have any definition for employee housing, nor is it regulated by the City in any way. For this reason, the applicant is able to use the original project (subject to resubmission of new building plans that comply with the 2016 Building Codes) for housing of employees (subject to applicable state and federal regulations concerning housing of employees). Nevertheless, the applicant is seeking a CUP from the City to expressly permit the use of the project for employee housing.

Since the City does not have any specific provisions for "employee housing," in order to process the application and provide a way for the City Council to grant the request if it so chooses, it was necessary for staff to find a use defined or listed in the City's Municipal Code (specifically Title 12, concerning zoning) that is the most similar to "employee housing." In the opinion of the City's contract Planner, the most similar use listed in the City's Municipal Code is found in GMC section 18.36.030.B., which provides that a conditional use permit is required for: "[h]ospitals, convalescent homes, boardinghouses, and family care homes or other group dwellings." City staff is not claiming that "employee housing" is, in fact, a hospital, a convalescent home, a boardinghouse, or a family care home, but it is a type of "group dwelling" similar to these uses, or at least, is the most similar use listed in the GMC. The same is true for the applicant's proposed project: staff is not claiming that using it for employee housing makes it a hospital, boardinghouse, etc., but staff believes that the applicant's proposed use of the project for employee housing would be a similar type of "group dwelling." Staff rejected "muti-family" use as a similar use for the proposed employee housing use.

Staff reached this conclusion by reviewing several definitions in the GMC. For example, GMC section 18.08.140 defines "family" as meaning "...one or more persons occupying a dwelling unit and living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, or farm labor quarters...."

GMC section 18.08.302 defines a "single housekeeping unit" as: "...the functional equivalent of a traditional family where all the members have common access to and common use of all living, kitchen, and eating areas within the dwelling unit, and household activities and responsibilities such as meals, chores, expenses and maintenance of the premises are shared or carried out according to a household plan or other customary method, and the makeup of the household occupying the unit is stable and semi-permanent and determined by the residents of the unit rather than the landlord, property manager, or third party."

Employee housing meets some of these criteria, but certainly not all or even most of them, especially the criteria that the unit is "stable and semi-permanent and determined by the residents of the unit" or that the "makeup of the household occupying the unit is ... determined by the residents of the unit rather than the landlord, property manager, or third party." Moreover, the definition of "family," which is as the functional equivalent of

a “single housekeeping unit,” expressly excludes “farm labor quarters” from the definition. For these reasons, staff determined that Section 18.030.036.B. was the most similar use (because of the “other group dwelling” category) for purposes of processing the applicant’s request for a conditional use permit for an “employee housing” use.

The Employee Housing Act prohibits a local jurisdiction from requiring a conditional use permit for employee housing of six or fewer persons in a dwelling unit, and the City’s Municipal Code does not violate this prohibition. Here, the Applicant is the one requesting a conditional use permit to use the subject project for employee housing. The City is not requiring the Applicant to obtain a CUP to use the project for employee housing. For this reason, the City’s Municipal Code does not run afoul of the Employee Housing Act’s requirement that employee housing be treated the same as single or multi-family uses when it occurs in those types of structures.

By processing the applicant’s request for a CUP to affirmatively approve use of the Pioneer Apartments for employee housing as a “group dwelling” pursuant to Section 1836.030.B., staff has provided a way for the City Council to grant the applicant’s request should it choose to do so.

However, staff recommends that the City Council not approve the requested CUP. While the City Council is certainly able to approve the CUP as requested by the applicant and staff could provide findings to support this decision, staff believes that the applicant’s proposed use of the project for “employee housing” is not the best use of the property for purposes of forwarding the goals and policies of the City’s General Plan and the purposes of the General Commercial zoning district. Below are two key General Plan policies that are relevant to the Council’s consideration of this application.

CBD Policy 8 – *The City will encourage residential activity above compatible office and retail uses in the Central Business District.*

According to the Santa Barbara Economic Summit report (Rupert 4-30-15), there is a shortage of market-rate rental housing units in the region. Initially the 34-unit project was approved as a market-rate apartment complex. Based on the owner’s application for the revised project, if constructed, this project would no longer be available to provide market-rate apartment units for those residents of Guadalupe wishing to move up into better housing. Further, the design concept of the plan is inconsistent with the goal of Policy 8 which encourages retail and office use on the ground floor with mixed use residential on upper floors. The project is therefore inconsistent with Policy 8.

CBD Policy 10 – *The City will work to strengthen its partnership with the private sector to protect and expand the economic viability of the downtown.*

The original 34-unit market-rate apartment building was found consistent with this policy as it would bring over 100 residents to an underdeveloped area of the CBD. Those living in the apartments would increase the customer base for existing downtown restaurants and shops and would generate demand for existing and new services within

walking distance of the apartment complex. While the presence of temporary workers in the City even for a limited amount of time would have a positive economic impact on the downtown, the fact the units would be vacant for several months each year does not further this policy as much as permanent residents living in these units would, and therefore, the proposed "employee housing" use does not support Policy 10 as much as a multi-family use would, and is therefore, inconsistent with Policy 10.

In addition, the proposed project does not advance the stated purpose of the General Commercial zone, or at least, does not advance the purpose as much as multi-family use does. GMC section 18.32.010 states: "The purpose of the G-C district is to provide an area for the orderly expansion and development of the business district as a retail shopping area to serve present and future needs of the residential community, in conformance with the General Plan." The primary purpose of the General-Commercial district is to expand and develop the district as a retail shopping area that will serve the residential community. Implicit in the use of the word "residential" is the sense of permanent or semi-permanent households that will participate fully in the community. This purpose is best served by families (as defined by the GMC) that are single housekeeping units rather than temporary lodging for transient workers.

An additional ground for denying the application for a CUP, as requested by the applicant, is the fact that the applicant intends to revise the approved floor plans to essentially add a third bedroom which would permit an increase in the number of employees allowed to be housed under federal regulations than would currently be allowed for the original two-bedroom apartment, but which reduces the amount of common living area as a result. The current space between the third bedroom wall and the kitchen is only 108 square feet, and once a walk space is taken out, then there only remains 60 square feet for the living room and the dining room. The 2016 California Building Code (Section 1208.3) concerning "room area" provides: "Every dwelling unit shall have no fewer than one room that shall have not less than 120 square feet (13.9m²) of net floor area. Other habitable rooms shall have a net floor area of not less than 70 square feet (6.5m²)." Accordingly, the third bedroom/"sleeping area" may not be consistent with the requirements of the California Building Code. Whether it is permitted by the California Building Code or not, staff does not support the applicant's intention to place more employees in these units than would currently be allowed under federal regulations by taking away some of the already modestly sized common living area. In staff's view, this is the functional equivalent of turning a dwelling into a dormitory, which is not the best use for a property in the G-C zone and would not be in the best interest for the health and welfare of the workers that would be housed there

FISCAL IMPACT:

There are no fiscal impacts that would arise from the approval or denial of the requested conditional use permit that are separate and distinct from the previously approved conditional use permit that will expire on October 27, 2019.

ENVIRONMENTAL REVIEW:

14 Cal. Code Regs. Section 15270(a) states that “CEQA does not apply to projects which a public agency rejects or disapproves.” Staff is recommending denial of the proposed CUP, and therefore, Section 15270(a) applies.

PUBLIC NOTICE:

Staff published the required legal ad in a newspaper of general circulation on or before December 1, 2018, providing notice of the public hearing on this item for the City Council’s meeting of December 12, 2018. No additional public notice was required because the City Council continued the matter from the December 12, 2018, meeting to the January 8, 2019, meeting.

CONCLUSION:

Staff recommends denial of the 2018-134-CUP and recommends that the Council adopt Resolution No. 2019-03 denying the Revised Pioneer Street Apartment project conditional use permit (2018-134-CUP).

If a majority of the Council disagrees with staff, the Council should continue the hearing to February 12, 2019, to allow staff time to prepare findings in support of approval along with conditions for the Council’s consideration.

ATTACHMENT:

1. Resolution No. 2019-03
2. Reduced site plan

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, DENYING CONDITIONAL USE PERMIT NO. 2018-134-CUP FOR THE REVISED PIONEER STREET APARTMENTS DEVELOPMENT PROJECT

WHEREAS, Steve Simoulis (“Applicant”) submitted an application on August 16, 2018 for a conditional use permit to use the previously approved 34-unit Pioneer Street Apartment development located at 856, 864 and 872 Pioneer Street (APNs 115-092-001, and -025) (“Original Project”), in the City of Guadalupe for “employee housing” as that term is defined in and regulated by the Employee Housing Act (Health & Safety Code section 17000 *et seq.*); and

WHEREAS, the Applicant also submitted a revised floor plan for the units of the Original Project in which the living/dining room area will be reduced by the installation of a temporary wall intended to create a third bedroom/”sleeping area” so additional temporary workers/employees could permissibly be housed in the units under federal regulations governing housing of temporary workers under the H-2A visa program; and

WHEREAS, the City Council, has reviewed the entire record and considered all written materials, and testimony.

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

Section 1. The Applicant’s request for a conditional use permit to use the previously approved 34-unit Pioneer Street Apartment development located at 856, 864 and 872 Pioneer Street (APNs 115-092-001, and -025) for employee housing as defined in and regulated by the Employee Housing Act (Health and Safety Code section 17000 *et seq.*) is denied based on the findings set forth in Section 2 of this Resolution.

Section 2. The City Council hereby makes the following findings in this matter:

- a. The proposed project is inconsistent with the City’s General Plan policy for the Central Business District (CBD Policy 8) which provides that the City will encourage residential activity above compatible office and retail uses in the Central Business District. According to the Santa Barbara Economic Summit report (Rupert 4-30-15), there is a shortage of market-rate rental housing units in the region. Initially the 34-unit project was approved as a market-rate apartment complex. Based on the owner’s application for the revised project, if constructed, this project would no longer be available to provide market-rate apartment units for those residents of Guadalupe wishing to move up into better housing. Further, the design concept of the plan is inconsistent with the goal of Policy 8 which encourages retail and office use on the ground floor with mixed use residential on upper floors. Although the approved project does not have commercial uses on the first floor which is inconsistent with CBD Policy 8, the approved project was intended to provide market rate rental housing for the City’s permanent residents and, possibly, to

attract new permanent residents to the downtown area. The proposed revised project is inconsistent with Policy 8 and will not provide housing for the City's current permanent residents and will not be available to attract new permanent residents to the City. Some, if not all of the units in the proposed project, as revised, would be vacant for several months each year due to the fact that the temporary workers are not required (nor legally permitted) to live and work in the United States year-round. The fact that the temporary workers are essentially transients is inconsistent with CBD Policy 8.

- b. The proposed project is inconsistent with the City's General Plan policy for the Central Business District (CBD Policy 10) which provides that the City will work to strengthen its partnership with the private sector to protect and expand the economic vitality of the downtown. The City Council found that the original 34-unit market-rate apartment building was consistent with this policy as it would bring over 100 residents to an underdeveloped area of the CBD. Those living in the apartments would increase the customer base for existing downtown restaurants and shops and would generate demand for existing and new services within walking distance of the apartment complex. Given the applicant's desire now to utilize the 34 units for employee housing, it is unclear how the project would serve to expand the economic viability of the downtown. The employees the project would provide housing for are temporary workers and will usually be unable to stay for more than nine or ten months at most (barring exceptional circumstances), leaving the units vacant for several months each year. While the presence of temporary workers in the City could have a positive economic impact on the downtown, the fact the units would be vacant for a number of months each year does not further this policy as would permanent residents living in these units would, and therefore, the revised project, as proposed, does not support Policy 10 as a multi-family use would.
- c. In addition, the proposed project does not advance the stated purpose of the General Commercial zone, or at least, does not advance the purpose as much as multi-family use does. Guadalupe Municipal Code (GMC) section 18.32.010 states: "*The purpose of the G-C district is to provide an area for the orderly expansion and development of the business district as a retail shopping area to serve present and future needs of the residential community, in conformance with the General Plan.*" The primary purpose of the General-Commercial district is to expand and develop the district as a retail shopping area that will serve the residential community. Implicit in the use of the word "residential" is the sense of permanent or semi-permanent households that will participate fully in the community. This purpose is best served by families (as defined by the GMC Section 18.08.140) that are single housekeeping units (as defined by GMC Section 18.08.302) rather than temporary lodging for transient workers.
- d. The proposed revisions to the approved floor plans to add a third bedroom (without a closet) for use as an additional sleeping area which will be created by reducing the square footage of the living/dining (common) area is not consistent with principles of good planning and design. The only reason for

this proposed revision to the floor plan is to increase the number of temporary workers who can reside in the units that would otherwise be allowed to reside in them pursuant to federal regulations governing the housing of temporary workers under the H-2A program. Under the proposed revisions to the floor plans, the current space between the third bedroom wall and the kitchen would be only 108 square feet, and once a walk space is taken out, only 60 square feet would remain for the living room and dining area. The 2016 California Building Code (Section 1208.3) states that every dwelling unit shall have no fewer than one room that shall have not less than 120 square feet of net floor area and other habitable rooms shall have a net floor area of not less than 70 square feet. The additional third bedroom/"sleeping area" is likely inconsistent with the California Building Code, and additionally, with the addition of the third bedroom/sleeping room, no room in the unit would be able to provide an adequate common space for all residents. The applicant wishes to place more employees in these units that he is currently able to under state and federal regulations and take away common living area in order to do this, which would be harmful to the health and welfare of the residents of these units.

Section 3 The City Council Secretary shall certify as to the adoption of this Resolution.

PASSED, AND ADOPTED this 8th day of January, 2019 on motion of Councilmember _____, seconded by Councilmember _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF GUADALUPE

Ariston Julian, Mayor

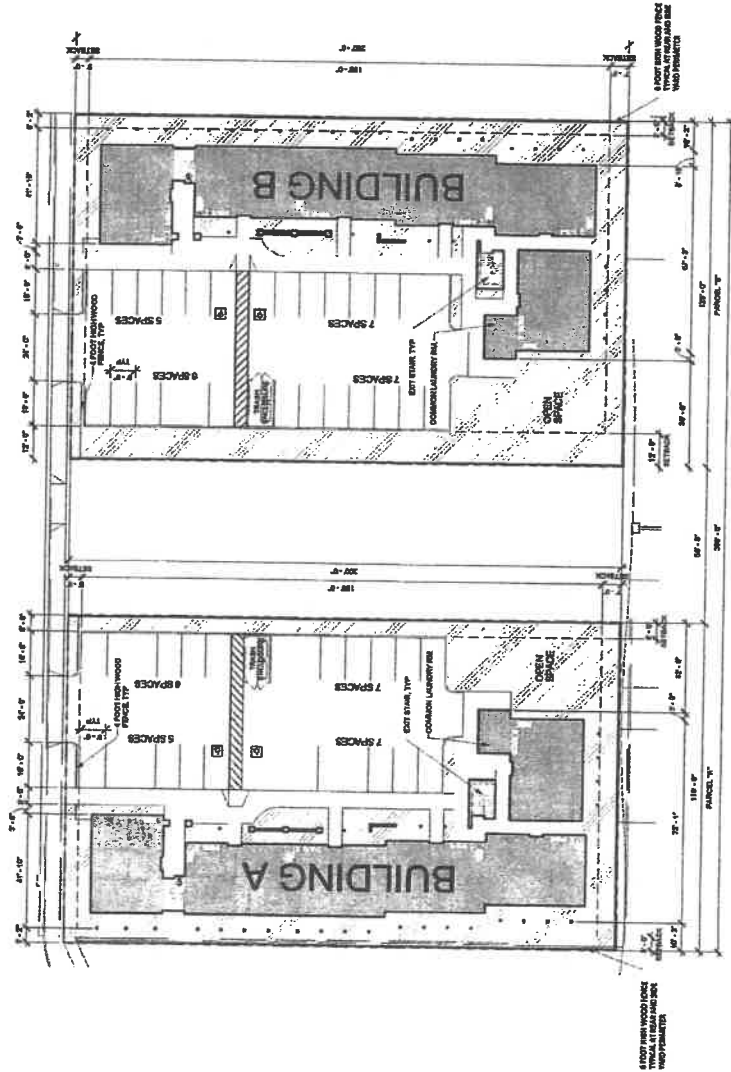
ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

PIONEER STREET



LEGEND

- PROPOSED BUILDING
- LANDSCAPE AREA, OPEN TO LANDSCAPE DESIGNER
- NEIGHBORLY PAVED AREA

1 ARCHITECTURAL SITE PLAN




1014133 - PIONEER STREET APARTMENTS
 REVISED 10/09/15 0723H5

PROPOSED SITE PLAN
 1014133 - PIONEER STREET APARTMENTS
 REVISED 10/09/15 0723H5


DESIGNED BY: irrm design group
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 10/09/15

7a.

REPORT TO THE CITY COUNCIL
January 8, 2018



Prepared By:
Philip F. Sinco, City Attorney



Approved By:
Cruz Ramos, City Administrator

SUBJECT: CONSIDERATION OF CHANGE TO THE CITY COUNCIL MEETING SCHEDULE FROM ONE MEETING TO TWO MEETINGS PER MONTH

RECOMMENDATION:

That the City Council adopt Resolution No. 2019-01 to enact a change to the City Council's meeting schedule from one meeting to two meetings per month.

BACKGROUND:

At the April 9, 2017, City Council meeting, the City Council adopted Resolution No. 2017-16 to enact a change in the Council's meeting schedule from two meetings to one meeting per month on a "pilot basis." The staff report for this item noted limited City staff and a large workload which prevented staff from being able to adequately conduct research and fully prepare for items presented to the City Council at its meetings. Preparing for City Council meetings is very time consuming and the idea underlying this item was to relieve some of the workload required for meeting preparation to free up staff to perform other essential functions, and also, to reduce costs to the City. The change in the meeting schedule from two meetings to one meeting per month was suggested to be done on a pilot basis with the implication being that the Council could review its one meeting per month schedule at a future date.

DISCUSSION:

In the twenty-one (21) months since the April 9, 2017 (including April 2017 and not including the January 2019 meeting), the City Council held only one City Council meeting during ten (10) of those months. During the remaining eleven (11) months, the City Council met twice (in July 2018, it actually met four (4) times due to the recruitment of the Director of Public Safety), although some of these meetings were special "closed session only" meetings. The idea behind changing the City Council's meeting schedule to one meeting per month was to reduce the workload of staff by having only one regular meeting per month and reduce costs, but as it turned out, the City Council met at least twice monthly slightly more than fifty percent (50%) of

the time since April 9, 2017.

Several members of the City Council commented during various meetings held since April 9 2017, that they would like to return to twice per month meetings, including Mayor Julian who requested that this item be placed on the Council's agenda for this meeting.

Staff believes that having one regular meeting per month and holding special meetings about half of the time is still a good idea that promotes efficiency and saves money; however, this meeting schedule has resulted in some lengthy agendas and special meetings have been held more than fifty percent (50%) of the time, so returning to a twice per month regular meeting schedule will not result in a significant loss of efficiency or dramatically increase the City's costs. For this reason, staff supports returning to a twice per month meeting schedule.

ALTERNATIVES:

The City Council may decline to take any action and keep its current meeting schedule of one regular meeting per month.

FISCAL IMPACT:

Adoption of the proposed resolution will have a slightly negative fiscal impact due to additional workload on staff that will result in having to prepare for two City Council meetings per month rather than one meeting per month.

CONCLUSION

Staff recommends that the City Council adopt Resolution No. 2019-01.

ATTACHMENTS:

Resolution No. 2019-01 entitled "A Resolution of the City Council of the City of Guadalupe, California, Establishing the Time and Place for Holding Regular City Council Meetings."

RESOLUTION NO. 2019-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,
CALIFORNIA, ESTABLISHING THE TIME AND PLACE FOR HOLDING REGULAR
CITY COUNCIL MEETINGS**

WHEREAS, Government Code Section 54954(a) provides that the legislative body of a local agency shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings; and

WHEREAS, the City Council wishes to change its current schedule of one regular meeting per month to two regular meetings per month.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The regular meetings of the City Council shall be held at 6 p.m. on the second and fourth Tuesdays of each month in the City Council Chambers located at 918 Obispo Street, Guadalupe, California.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting on the 8th day of January 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-01, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 8, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

PHILIP F. SINCO, City Attorney

8a.

REPORT TO THE CITY COUNCIL
January 8, 2019



Prepared By:
Philip F. Sinco, City Attorney



Approved By:
Cruz Ramos, City Administrator

SUBJECT: RESOLUTION FOR THE CALPERS EXCEPTION TO THE 180 DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTION 7522.56(f) AND GOVERNMENT CODE SECTION 21221(h) FOR APPOINTMENT OF STEVE KAHN AS INTERIM PUBLIC WORKS DIRECTOR/CITY ENGINEER

EXECUTIVE SUMMARY:

Steve Kahn retired from the City of Santa Maria as the Director of Public Works/City Engineer on December 9, 2018. He has the knowledge, experience, and specialized skills to serve as the City of Guadalupe’s Interim Public Works Director/City Engineer, and he has expressed willingness to serve the City in this capacity. However, since he is a retired CalPERS annuitant and it has been less than 180 days since his retirement from the City of Santa Maria, the City Council must adopt a resolution approving an exception to the 180-day wait period normally required by CalPERS for retired annuitants to work for a CalPERS agency in order to appoint him as the Interim Public Works Director/City Engineer.

RECOMMENDATION:

It is recommended that the City Council adopt a resolution approving an exception to the CalPERS 180-day wait period pursuant to Government Code sections 7522.56(f) and Government Code section 21221(h) for the appointment of Steve Kahn as Interim Public Works Director/City Engineer.

BACKGROUND:

In 2012, the Employees' Pension Reform Act of 2013 (PEPRA) was passed and went into effect January 1, 2013. One of the provisions of PEPRA governs post-retirement employment for retirees. Specifically, all CalPERS retirees working in any capacity for CalPERS employers are subject to the following requirements:

- A 180-day wait period between the retirement date and the date employment begins, unless an exception applied;

- The work is of limited duration in a retired annuitant-designated position (not a permanent part time position);
- The time worked is 960 hours or less in a fiscal year (July 1 – June 30);
- The compensation paid is an hourly pay rate that is within the salary schedule for the position; and
- No additional compensation or benefits are paid.

As defined above, retirees are generally prohibited from being employed in any capacity by a CalPERS covered employer for a period of 180 days following the date of retirement. However, one of the exceptions to this 180-day wait period allows a public employer to employ a recent CalPERS retiree before the expiration of the 180-day wait period if the governing body certifies through the adoption of a resolution that the appointment is necessary to fill a critical need, prior to the expiration of the 180-day wait period.

The attached resolution authorizes the City Council to make the required findings to allow Mr. Steve Kahn, who retired as Director of Public Works/City Engineer with the City of Santa Maria on December 7, 2018, to serve as the Interim Public Works Director/City Engineer for the City of Guadalupe. Mr. Kahn has the knowledge, experience, and specialized skills needed to be appointed for a limited duration as the City's Interim Public Works Director/City Engineer.

DISCUSSION:

On December 7, 2018, Steve Kahn retired from his position as the Director of Public Works/City Engineer with the City of Santa Maria after 16 years of total service. He started with the City of Santa Maria in 1994 as an Associate Engineer after working as a civil engineer in the private sector for 11 years. In 1999, Mr. Kahn became the Director of Public Works for the City of Atascadero, until he returned to the City of Santa Maria in 2008, to serve as the Utility Engineer, before being appointed as the Director of Public Works/City Engineer in November 2014. He is qualified to serve as the City of Guadalupe's Interim Public Works Director/City Engineer. The number of hours he will work for the City has not been determined but will not exceed 960 hours between the time of his appointment and June 30, 2019 (end of the City's fiscal year).

As required under Government Code sections 7522.56 and 21221(h), Mr. Kahn will be paid at the same rate that a regular, full-time Public Works Director/City Engineer for the City of Guadalupe would be paid, and no additional benefits will be paid. The minimum rate of pay for this position is \$42.50 per hour. Mr. Kahn has agreed to a \$55.00 per hour rate of pay which is within the salary range for this position.

FISCAL IMPACT:

Sufficient funds are available to finance the interim appointment due to salary savings from the vacant Public Works Director/City Engineer position.

ALTERNATIVES:

The City Council could

1. Decline to appoint Mr. Kahn as Interim Public Works Director/City Engineer; and
2. Direct staff to conduct an open recruitment for the Interim Public Works Director/City Engineer position; or
3. Direct staff not to conduct a recruitment for the Interim Public Works Director/City Engineer position, but to focus its efforts on recruiting a regular, full-time Public Works Director/City Engineer, but this will require continuing to rely on the City's current contract City Engineer (Jeff van den Eikhof) which will be more costly to the City than hiring or recruiting for an Interim Public Works Director/City Engineer.

Attachments:

1. Appointment letter dated January 8, 2019.
2. Job Flyer for Public Works Director/City Engineer.
3. Full Job Description.
4. Resolution No. 2019-04 of the City Council entitled "A Resolution of the City Council of the City of Guadalupe, California, Approving a Resolution for the CalPERS Exception to the 180-Day Wait Period Pursuant to Government Code Section 722.56(f) and Government Code Section 21221(h) for Appointment of Steve Kahn as Interim Public Works Director/City Engineer."



Human Resources
918 Obispo Street
P.O. Box 908
Guadalupe, CA 93434
Ph: 805.356.3893
Fax: 805.343.5512
Email: villegas@ci.guadalupe.ca.us

January 8, 2019

Mr. Steve Kahn
Santa Maria, CA 93454

RE: OFFER OF TEMPORARY EMPLOYMENT

Dear Steve,

I am pleased to offer you the temporary position of Interim Public Works Director/City Engineer with the City of Guadalupe. This offer is contingent on your satisfactorily passing the City post-offer physical and alcohol/drug screen and adoption of a resolution by the City Council at its meeting on January 8, 2019, for the CalPERS exception to the 180-day wait period pursuant to Government Code section 7522.56(f) and appointment of a retired annuitant to a one-time interim position. The following are the details of this offer:

1. Preferred start date: Specific date to be determined (as soon as possible after January 9, 2019)
2. Salary: \$55.00 per hour
3. Schedule: The specific schedule will be determined at time of hire.
4. Payday: You will be paid on Fridays on a bi-weekly basis.
5. This temporary position is not eligible for City-provided benefits, except for sick leave accrual, per AB 1522, "Healthy Workplaces/Healthy Families Act".

Enclosed is the City of Guadalupe's "Pre-employment Urinalysis for Drug Test Consent Form". This signed form should be signed and returned to me. At your earliest convenience, please contact our health clinic, Industrial Medical Group, at 805-922-8282 to schedule an appointment. They are located at 3070 Skyway Drive #106 in Santa. The authorization for your appointment has been faxed directly to them.

**Mr. Steve Kahn
Offer of Temporary Employment
January 8, 2018
Page 2 of 2**

Two originals of this offer are enclosed. Steve, should you accept our offer of temporary assignment in the position of Interim Public Works Director/city Engineer, please sign and date both in the space provided below. Return one of these and retain the other for your records. We are all looking forward to having you join our team.

Very truly yours,

**Amelia M. Villegas
Human Resources**

Enclosures

Acceptance:

I fully understand the parameters of this temporary assignment as Interim Public Works Director/City Engineer and hereby accept this offer of temporary employment with the City of Guadalupe.

Steve Kahn (signature)

Date

Steve Kahn (print)



CITY OF GUADALUPE
PW DIRECTOR/CITY ENGINEER

January 8, 2019

POSITION SUMMARY:

Under administrative direction, plans, manages, organizes and provides administrative direction and oversight for all functions and activities of the public works, engineering and utilities functions. These include maintenance and operations of water, wastewater, streets, storm drainage, parking lots, parks and capital improvements, including design, engineering, and construction activities, water quality and environmental compliance, traffic, and development and implementation of the City's capital improvement program; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Administrator in areas of expertise.

ANNUAL SALARY RANGE: \$92,400 - \$126,254, DOQ + Benefits

To review the full Public Works Director/City Engineer job description, benefits summary, and the application process, please visit our website at:

www.ci.guadalupe.ca.us

DEADLINE TO APPLY: Friday, February 8, 2019 at 4:00 p.m.

EOE



Public Works Director/City Engineer
City of Guadalupe

DEFINITION:

Under administrative direction, plans, manages, organizes and provides administrative direction and oversight for all functions and activities of the public works, engineering and utilities functions. These include maintenance and operations of water, wastewater, streets, storm drainage, parking lots, parks and capital improvements, including design, engineering, and construction activities, water quality and environmental compliance, traffic, and development and implementation of the City's capital improvement program; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Administrator in areas of expertise; and performs related work as required.

ESSENTIAL FUNCTIONS:

The City reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Ensures the City is in compliance with all current requirements established by regional, state and federal regulatory agencies.
- Plans, organizes, directs, and reviews the work of direct reports and their subordinates, as required; selects personnel and provides for their training and development; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Oversees to ensure that the utilities operations are run in a safe, reliable and economic manner; contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Develops, plans, organizes and implements a long-term Capital Improvement Plan (CIP) and plans for future development of the community.
- Reviews the designs, materials and processes proposed in connection with new construction or major repairs for City facilities and capital improvements.

ESSENTIAL FUNCTIONS (cont'd):

- **Prepares and administers capital improvement budgets and projects; ensures that such projects are completed within plan specifications and budgets and in a timely manner.**
- **Assists in the development and administers the Department's overall budgets; oversees and completes the preparation, submission, and implementation of all budgets for building and equipment maintenance, and the water, wastewater, parks and streets operations; prepares and/or reviews contracts, agreements, resolutions, ordinances, and bid documents for various functions; monitors the approved overall department budget; coordinates with outside vendors for various supplies and services.**
- **Oversees the work of staff involved in the maintenance and repair of City streets, storm and sanitary sewers, water production and distribution facilities; landscaped areas, facilities, and equipment; recommends and oversees contract maintenance and repair services, as appropriate.**
- **Confers with engineers, developers, architects, and a variety of outside agencies and the general public to identify external resources in acquiring information and coordination of engineering, public works, utilities and related matters.**
- **Evaluates the need for and develops, plans, and schedules for long-term public works maintenance programs; organizes available resources for the maintenance, improvement, and repair of public works facilities and City equipment; compiles estimates, contract provisions, and specifications.**
- **Oversees the management of a variety of design, construction, and maintenance contracts and contractors; ensures compliance with performance and cost agreements; evaluates the cost effectiveness of agreements; oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.**
- **Administers the subdivision approval process including improvement plans, tract maps, parcel maps, and development reviews.**
- **Participates in and makes presentations to the City Council and a variety of committees, boards, and commissions; represents the community at various regional government meetings regarding transportation, water delivery, and growth and development issues; monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.**
- **Serves as the "City Official" for all municipal engineering and land surveying activities.**

KNOWLEDGE/SKILLS:

- **Engineering principles and practices as applied to the field of municipal public works, including planning and development, design and construction and operations and maintenance. Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to municipal utilities and proposed public works facilities.**
- **Principles and practices of program and budget development, administration and evaluation.**
- **Design and construction of water and wastewater systems and modern processes involved in water and wastewater treatment and distribution.**
- **Federal, state, and local laws, codes, rules and regulations pertinent to public works, engineering, and utilities functions.**
- **Administrative principles and practices, including goal setting, program development, implementation, risk management and employee supervision.**
- **Principles and terminology of water production and distribution, water treatment and disposal, and practices of public facility construction and maintenance in a municipal setting.**
- **Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.**
- **Computer applications related to assigned functions.**
- **English verbal and written usage, grammar, spelling, vocabulary, and punctuation.**
- **Principles and practices of exemplary customer service.**

EDUCATION & EXPERIENCE:

- **Bachelor's Degree in Engineering, preferably Civil Engineering.**
- **Seven plus years progressively responsible experience in public works, engineering, and utility operations, including at least four years of which must be in a supervisory or management capacity.**
- **California registration as a Professional Civil Engineer is required at time of hire.**
- **Possession of a valid California driver's license and a clean driving record.**

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Occasionally bend, stoop, crouch, kneel, handle, grip, grasp, extend neck upward, downward, or side-to-side, push, and pull drawers open and closed to retrieve and file information.
- Ability to lift, carry, push and pull materials and objects up to 25 pounds.
- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City infrastructure and development sites, to operate a motor vehicle, and to visit various City and meeting sites
- Must have correctable vision adequate to read printed materials and a computer screen, and hearing and speech to effectively communicate in person in an office environment and in the field, before groups, and over the telephone.
- Must have finger dexterity needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Occasionally works in outside weather conditions and is exposed to wet and/or humid conditions.
- Occasionally works near moving mechanical parts.
- Occasionally works in high, precarious places and is exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is usually quiet in the office, and moderate to loud in field settings.

This job description is not intended to be all-inclusive. The employee may also perform other reasonably related duties as assigned.

SALARY RANGE & BENEFITS:

- Annual Salary Range: \$92,400 to \$126,254, DOQ.
- PERS Retirement Benefits – 2% at 55 for “Classic” employees, 2% at 62 for “PEPRA” employees. For “Classic” employees, City currently pays 4% of the employee’s 7% contribution.
- Social Security and retiree healthcare. Health, dental, vision and life insurance – costs are shared. IRS 457 Deferred Compensation Plan. 12 fixed paid holidays & one floating holiday per calendar year. Vacation time, sick leave, and administrative leave.

HOW TO APPLY:

Please send resume, cover letter, salary history, and completed City application, with at least three professional references to:

City of Guadalupe
Human Resources
P.O. Box 908
Guadalupe, CA 93434
Email: villegas@ci.guadalupe.ca.us
Fax: 805-343-5512

Deadline To Apply: No later than Friday, February 8, 2-10 at 4:00 p.m.

RESOLUTION NO. 2019-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,
CALIFORNIA APPROVING A RESOLUTION FOR THE CALPERS
EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO
GOVERNMENT CODE SECTION 7522.56(f) AND GOVERNMENT CODE
SECTION 21221(h) FOR APPOINTMENT OF STEVE KAHN AS INTERIM
PUBLIC WORKS DIRECTOR/CITY ENGINEER**

WHEREAS, the City of Guadalupe currently has a vacant position for the Public Works Director/City Engineer for which a recruitment has been opened; and

WHEREAS, in compliance with Government Code section 7522.56(f), the City Council must provide CalPERS this certification resolution when hiring a CalPERS retired annuitant before 180 days has passed since his or her retirement date; and

WHEREAS, Steve Kahn retired from the City of Santa Maria as its Director of Public Works/City Engineer on December 7, 2018; and

WHEREAS, Government Code section 7522.56(f) requires that post-retirement employment for CalPERS retired annuitants commence no earlier than 180 days after the retirement date, which is June 25, 2019 without this certification resolution; and

WHEREAS, section 7522.56(f) provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, Steve Kahn did not and will not receive a Golden Handshake or any other retirement-related incentive from the City of Santa Maria; and

WHEREAS, the City Council desires to appoint Steve Kahn as the Interim Public Works Director/City Engineer for the City of Guadalupe to perform the duties of the Public Works Director/City Engineer for the City of Guadalupe under Government Code section 21221(h), effective January 9, 2019; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, pursuant to Government Code section 21221(h), the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the minimum base salary for this position is \$7,700 per month, and the hourly equivalent is \$44.42, and the maximum base salary for this position is \$10,521.17 a month and the hourly equivalent is \$60.70; and

WHEREAS, the hourly rate that will be paid to Steve Kahn will be \$55.00 per hour, which is the less than the maximum base hourly rate for the position; and

WHEREAS, Steve Kahn will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is open, and a job flyer has been prepared and released to the public (with applications to be submitted no later than February 8, 2019), a copy of which was attached to the staff report for this item; and

WHEREAS, this interim appointment of Steve Kahn shall only be made once and will end after a permanent Public Works Director/City Engineer has been hired; and

WHEREAS, the Offer Letter to Steve Kahn from the City of Guadalupe was attached to the staff report for this item and has been reviewed by the City Council; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar.

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

1. The City Council of the City of Guadalupe hereby certifies the nature of the appointment of Steve Kahn as Interim Public Works Director/City Engineer as described in the staff report and Offer Letter attached thereto, and that this appointment is necessary to fill the critically needed position of Public Works Director/City Engineer for the City of Guadalupe as soon as possible because of significant issues concerning Public Works projects and processes pending in the City of Guadalupe that require immediate attention by someone with Mr. Kahn's knowledge, experience, and specialized skills.
2. The City Council of the City of Guadalupe does hereby appoint Steve Kahn as Interim Public Works Director/City Engineer effective January 9, 2019, to perform specialized work for a limited duration until a regular, full-time Public Works Director/City Engineer can be hired.
3. Mr. Kahn's appointment is subject to his successful passing of a post-employment offer physical and drug test, and his actual start date will be negotiated between City staff and Mr. Kahn thereafter.

PASSED AND ADOPTED at a regular meeting on the 8th day of January 2019, by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-04, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held January 8, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of January 8, 2019

CUR

Prepared by:
Cruz Ramos, City Administrator

SUBJECT: Appointment of Councilmembers to Various Boards and Committees

RECOMMENDATION:

It is recommended that the Mayor nominate, and the City Council ratify the Mayor's nominations, having to do with appointments to various boards and committees which require Council representation.

BACKGROUND:

There are eight boards and committees for which City Council members sit as representatives of the City of Guadalupe. The Mayor makes the appointments and the City Council confirms the selection.

DISCUSSION:

The eight assignments requiring Council representation include:

1. Santa Barbara County Association of Governments (SBCAG)
2. Santa Barbara County Air Pollution Control District (APCD)
3. Central Coast Water Authority (CCWA)
4. Twitchell Management Authority (TMA)
5. California Joint Powers Insurance Authority (CALPIA)
6. Santa Barbara County Multi-jurisdictional Solid Waste Task Group (MJSWTG)
8. Guadalupe Boys and Girls Club Advisory Board
9. Senior Center Advisory Committee
10. Guadalupe Parks and Recreation Advisory Committee
11. CDBG LeRoy Park Advisory Committee

Attached is the City's Local Appointment List of Boards and Committees, maintained by the Administration Dept. (Attachment 1). These pages contain information about each of the boards, including the current representatives and alternates, as well as the purpose of the various boards.

Fiscal Considerations:

Only one of the eight boards provides a stipend to its members. SBCAG independently pays a \$100 per meeting stipend to its Board member. Travel expenses incurred by Councilmembers to various board and committee meetings have not historically been provided to Councilmembers. However, arrangements can be made for Councilmembers to have access to the City pool car to attend meetings outside the City.

Impact to the Community:

Appointments of Council members to various boards will help assure that Guadalupe is well represented when countywide matters and issues come before these boards and committees.

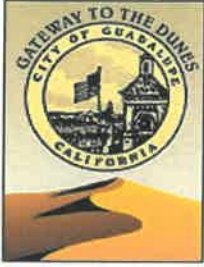
Attachments:

Council Appointments to Boards and Committees

CITY OF GUADALUPE BOARD APPOINTMENTS 2018-2020

Approved:

BOARD/COMMISSION	2016-2018		2018-2020	
	PRIMARY	ALTERNATE	PRIMARY	ALTERNATE
Santa Barbara County Association of Governments (SBCAG)	John Lizalde	Ariston Julian		
Santa Barbara County Air Pollution Control District (APCD)	John Lizalde	Ariston Julian		
Central Coast Water Authority (CCWA)	Gina Rubalcaba	Tony Ramirez		
Twitchell Management Authority	Tony Ramirez	John Lizalde		
California Joint Powers Insurance Authority	Virginia Ponce	Tony Ramirez		
Santa Barbara County Multi Jurisdictional Solid Waste Task Group	Virginia Ponce	Ariston Julian		
Guadalupe Boys & Girls Club Advisory Board	Tony Ramirez	Gina Rubalcaba		
Guadalupe Senior Center Advisory Committee	Ariston Julian	Gina Rubalcaba		
Guadalupe Parks and Recreation Advisory Committee				
CDBG LeRoy Park Advisory Committee				



**CITY OF GUADALUPE
LOCAL APPOINTMENT LIST
BOARDS * COMMITTEES**

JANUARY 8, 2019

This handout lists the City's boards and committees whose members are appointed by the City Council. Vacancies are posted as required by law, and applications are kept on file for a period of one year. Unless otherwise noted, the Mayor shall appoint members to official City boards and committees, and they shall be ratified by the City Council.

Questions may be directed to the Administration Office:

**Phone: (805) 356-3891
Fax: (805) 343-5512
E-mail: juana@ci.guadalupe.ca.us**

**Address: 918 Obispo Street
Guadalupe, CA 93434**

TABLE OF CONTENTS

CITY COUNCIL APPOINTMENTS OR NOMINATIONS TO GROUPS WHERE MEMBERS ARE ALSO APPOINTED BY OTHERS

Santa Barbara County Association of Governments (SBCAG).....	3
Air Pollution Control District Board of Directors.....	4
Central Coast Water Authority.....	5
Twitchell Management Authority.....	6
California Joint Powers Insurance Authority.....	7
Multi-Jurisdictional Solid Waste Task Group.....	8
Guadalupe Boys and Girls Club Advisory Board.....	9
Guadalupe Senior Center Advisory Committee.....	10

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)

DUTIES AND QUALIFICATIONS:

A voluntary council of governments formed under a joint powers agreement executed by each of the general purpose local governments in Santa Barbara County.

Responsible for the planning and implementation of State and Federal programs requiring a multi-jurisdictional entity including:

Airport Land Use Commission (ALUC)
Congestion Management Agency (CMA)
Local Transportation Authority (LTA)
Metropolitan Planning Organization (MPO)
Regional Transportation Planning Agency (RTPA)
Service Authority for Freeway Emergencies (SAFE)

MEMBERSHIP:

Twelve-member board consisting of a City Council representative from each of the seven cities in the County and the five members of the Board of Supervisors. City representatives are appointed by their City Councils.

CURRENT MEMBERS:

Mayor John Lizalde (also serves on the North County Sub-regional Planning Committee¹)
Councilmember Ariston Julian (Alternate)

MEETING SCHEDULE:

Meets at 8:30 a.m. the third Thursday of each month. A stipend is paid by SBCAG in the amount of \$100 per meeting to the representative Councilmember or alternate to attend its meetings.

MEETING LOCATIONS (ALTERNATES):

Board of Supervisors' Hearing Room
County Administration Building
105 East Anapamu Street
Santa Barbara, California 93101

Board of Supervisors' Hearing Room
County Administration Building
511 East Lakeside Parkway
Santa Maria, CA 93455

¹ A stipend is paid by Santa Barbara County Association of Governments (SBCAG) in the amount of \$100 per meeting to the Councilmember representative or alternate who attends its meetings.

AIR POLLUTION CONTROL DISTRICT **BOARD OF DIRECTORS**

DUTIES AND QUALIFICATIONS:

Implements Federal and State mandated rules and programs to achieve clean air. Sets policy for local air programs, adopts locally developed rules and regulations to improve air quality. Refers complaints to the Air Pollution Control Officer for resolution. Lobbies for effective laws relating to air pollution control. Seeks innovative measures to provide air quality benefits. Reviews and approves APCD annual budget. Appoints APCD hearing Board members and the Air Pollution Control Officer. The APCD Boards is an autonomous body with no requirement to make annual reports.

MEMBERSHIP:

Term in unspecified. Board of Supervisors plus one elected official from each City in the County.

CURRENT MEMBERS:

Mayor John Lizalde
Council Member Ariston Julian (Alternate)

MEETING SCHEDULE:

Meets the third Thursday of each month at 1:00 p.m.

MEETING LOCATION (ALTERNATES):

Board of Supervisors' Hearing Room
County Administration Building
105 East Anapamu Street
Santa Barbara, California 93101

Board of Supervisors' Hearing Room
County Administration Building
511 East Lakeside Parkway
Santa Maria, CA 93455

CENTRAL COAST WATER AUTHORITY

DUTIES AND QUALIFICATIONS:

Joint powers agency monitors and administers activities in this area concerning importation and delivery supplemental water via the Coast Branch Aqueduct Phase II of the State Water Project and report to its members. Such activities may involve the State Water Contract, the Department of Water Resources and/or Santa Barbara County Flood Control and Water Conservation District and the water supply retention agreements.

MEMBERSHIP:

Each member water entity appoints its own representative.

CURRENT MEMBERS:

Councilmember Gina Rubalcaba
Councilmember Tony Ramirez (Alternate)

MEETING SCHEDULE:

Meets on call, usually on a monthly basis.

MEETING LOCATION:

Central Coast Water Authority
255 Industrial Way
Buellton, CA 93427

TWITCHELL MANAGEMENT AUTHORITY

DUTIES AND QUALIFICATIONS:

- * Administer the Management of Santa Maria Valley Management Area.
- * Fund, administer, construct and manage Capital Improvement Projects consistent with the Twitchell Project Manual.
- * Fund an annual report of Hydrogeologic conditions, water requirements, supplies and disposition of the Santa Maria Valley Management Area.

MEMBERSHIP:

City of Guadalupe
Golden State Water Company
Landowners Group
City of Santa Maria
Santa Maria Valley Water Conservation District (non-voting)

CURRENT MEMBERS:

Councilmember Tony Ramirez- Primary
Mayor John Lizalde

MEETING SCHEDULE:

Meets on call, usually on a monthly basis.

MEETING LOCATION:

Santa Maria Regional Landfill
2065 East Main Street
Santa Maria CA 93454

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)

DUTIES AND QUALIFICATIONS:

The Board members govern the JPIA, they meet annually and vote on the agenda for the next year and on who will be on the Executive Committee.

MEMBERSHIP:

The City Council nominates one member and one alternate.

CURRENT MEMBERS:

Councilmember Virginia Ponce
Councilmember Tony Ramirez (Alternate)

MEETING SCHEDULE:

The California Joint Powers Insurance Authority Board of Directors meet annually in July.

MEETING LOCATION:

California JPIA
8081 Moody Street
La Palma, CA 90623

SANTA BARBARA COUNTY MULTI-JURISDICTIONAL SOLID WASTE TASK GROUP

DUTIES AND QUALIFICATIONS:

The Task Group was designed to provide the communities within Santa Barbara County with a forum to discuss and plan long-term solid waste management strategies and facilities.

MEMBERSHIP:

The City Council nominates one member and one alternate.

Term is four years and/or coterminous with the nominating Councilmember's term.

CURRENT MEMBERS:

Councilmember Virginia Ponce
Councilmember Ariston Julian (Alternate)

MEETING SCHEDULE:

Meets on call.

MEETING LOCATION:

Solvang Veterans Hall

GUADALUPE BOYS & GIRLS CLUB ADVISORY BOARD

DUTIES AND QUALIFICATIONS:

Advisory Committee provides community input regarding programs, projects and activities.

MEMBERSHIP:

The City Council nominates one member and one alternate.

CURRENT MEMBERS:

Councilmember Tony Ramirez
Councilmember Gina Rubalcaba (Alternate)

MEETING SCHEDULE:

Meets the second Wednesday of every other month.

MEETING LOCATION:

All meetings will take place at 12:00 noon – Charlie’s Place, Guadalupe CA.

GUADALUPE SENIOR CENTER ADVISORY COMMITTEE

DUTIES AND QUALIFICATIONS:

To assist the City of Guadalupe, council and staff, with the direction as to the most efficient use of the senior center facility which meets the identified needs of local senior center residents.

MEMBERSHIP:

The City Council nominates one member and one alternate.

CURRENT MEMBERS:

Councilmember Ariston Julian
Councilmember Gina Rubalcaba (Alternate)

MEETING SCHEDULE:

Meets the second Tuesday of every month at 2:30 p.m.

MEETING LOCATION:

Guadalupe Senior Center