

CITY OF GUADALUPE
918 Obispo Street
Guadalupe, CA 93434
P: (805) 356-3895
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Finance Department

Memorandum

To: Cruz Ramos, City Administrator

From: Megan Lizalde, City Treasurer

Subject: Treasurer's Report – September 2018

Date: 11/4/2018

This memo lists the changes in the monthly Treasurer's report for September 2018 compared to the prior month. September 2018 cash decreased by approximately \$281,753.74.

**Treasurer's Report
Investments and Cash as of September 30, 2018**

Local Agency Investment Fund ("LAIF") Account 98-42-346	4,861,022.92
Total Investments	\$ 4,861,022.92

Cash	
Checking Account 155-503815 ("Warrant Account")	86,493.80
Checking Account 155-003261 ("Payroll Account")	35,353.71
Total Cash	\$ 121,847.51 *

*Actual ending balances reconciled to Bank Statements


The following is a summary of the City's cash and investments as of September 30, 2018 compared with the prior month.

Investments and Cash	August 30, 2018	September 30, 2018
Investments	4,761,022.92	4,861,022.92
Cash	503,601.25	121,847.51
Total	\$ 5,264,624.17	\$ 4,982,870.43 **

** Total Cash and Investments agree to General Ledger.

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

Submitted: 11/4/2018 by:



Megan J. Lizalde
 City Treasurer

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.aspx
 October 12, 2018

CITY OF GUADALUPE

CITY TREASURER
 918 OBISPO STREET
 GUADALUPE, CA 93434

PMIA Average Monthly Yields

Account Number:
 98-42-346

Tran Type Definitions

September 2018 Statement

Effective Date	Transaction Date	Tran Type	Tran Confirm Number	Authorized Caller	Amount
9/13/2018	9/13/2018	RW	1583729	ANNETTE MUNOZ	-100,000.00
9/27/2018	9/27/2018	RD	1584680	ANNETTE MUNOZ	200,000.00

Account Summary

Total Deposit:	200,000.00	Beginning Balance:	4,761,022.92
Total Withdrawal:	-100,000.00	Ending Balance:	4,861,022.92

**City of Guadalupe
Fund Balances
as of September 30, 2018**

Fund#	Fund	Balance
01	General Fund	-532,326
10	Water Operating	4,342,540
12	Wastewater Operating	-767,223
15	Solid Waste	21,876
20	Gas Tax	79,196
22	Local Transportation	180,207
23	Transit	849,630
26	RDA Operating	-4,246,001
28	Guadalupe Library	-58,379
30	Water Cap Fund	-637,681
31	Payroll Clearing	0
32	Waste Water Cap Fund	6,026,914
36	Public Facilities	5,876
38	Park Development	2,807
39	Community Corrections Grant	522
40	Fire Safety Fund	72,318
42	Police Safety Fund	70,479
43	Police-Airport	-54,063
57	Alcohol & Drug (Gladiators)	4,077
58	CDBG	57,966
60	Guadalupe Assessment District	26,302
63	PAS L&L District	-1,240
65	Guadalupe Lighting District	433,398
67	EDBG	112,203
71	Measure A	1,003,915
76	Capital Facilities Fund	422,206
78	City Hall Equipment	13,685
83	ATP Cycle 3	-6,849
86	RMRA SB1	-119,202
87	Traffic Mitigation	53,543
90	RDA-Affordable Housing	422,699
91	2003 Bond Refi	658,886
94	Sewer Bond Fund	27,225
96	Def. Comp Fund	0
97	GEN L.T. Fund	0
98	GEN Fix Assests	3,597,822
99	Cash Clearing	0

NOTE:

The fund balances is the value of the fund after total liabilities are subtracted from the total assets. The balance is typical positive.

City of Guadalupe
Year to Date Actual vs Budget
as of September 30, 2018
1st Quarter 25% through the Year

	YTD	Annual	% of
General Fund	Actual	Budget	Budget
Revenues	631,743	4,104,371	15.4%
Expenditures	1,026,503	4,099,375	25.0%
Net Position	-394,759	4,996	

	YTD	Annual	% of
Enterprise Funds	Actual	Budget	Budget
Revenue	1,140,155	4,931,557	23.1%
Expenditures	953,846	4,362,150	21.9%
Net Position	186,309	569,407	

	YTD	Annual	% of
Other Governmental Funds	Actual	Budget	Budget
Revenue	966,912	2,731,878	35.4%
Expenditures	570,652	3,044,910	18.7%
Net Position	396,260	-313,032	

Summary as of September 30, 2018

General Fund:

Revenue received is 15.4% below the 25% benchmark, This is typical in the 1st quarter (as a comparison revenue received the previous year through 9/30/17 was 20.8%)
 Expenditures are trending at 25% which is at the 25% benchmark.

Enterprise Funds:

Revenue received is trending at 1.9% below the 25% benchmark
 Expenditures are trending at 3.1% below benchmark

Other Governmental Funds

Revenue received is at 35.4% which is the result of the annual Gen fund loan payments to the Lighting District
 Expenditures are at 18.7% which is below the 25% benchmark

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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

HUMAN RESOURCES MONTHLY REPORT **OCTOBER 2018**

RECRUITMENT

- **Reserve Police Officer**

Travis Nefores was sworn in on 10/16/18 as new Reserve Police Officer.

One candidate from July oral board will be completing background check while two candidates from September oral board have yet to begin backgrounds.

- **Paid-Call Firefighters**

While we continue to have difficulty recruiting PCFs, we did have an oral board on 10/20/18 with one candidate who passed. Background check yet to begin.

Another candidate was screened on 10/24/18 and scheduled for an oral board on Friday, 11/16/18.

OTHER:

- **Training:**

No training attended this month.

- **Workers' Compensation**

One claim was reopened as the employee went back out for the same injury and remains out. Three claims are in the final stage.

- **Labor Negotiations**

Negotiations with Service Employees International Union and Police Officers Association remain ongoing.

- **FACILITIES**

The Wrestling Brigade continues using the gym for practice on Mondays and Wednesdays, from 6pm to 8pm.

The Police Explorers will begin using the gym on the second and fourth Thursdays of each month for exercise drills from 6pm to 7pm.

Free Concerts through UCSB Arts & Lectures Series & Dunes Center: The first free concert held on Saturday, October 20th had a low attendance of 120. It's thought that the low attendance might have been due to the World Series game that same evening.

McKenzie Basketball: Meeting scheduled with Scott Smith, new Athletic Director for McKenzie, on 11/07/18 to determine schedule and use of City gym.

The following is the new format for reporting rentals of City's facilities & parks:

<u>FACILITY</u>	<u>This Month</u>	<u>This Month Last Year</u>	<u>This Year- To-Date (FY 18/19)</u>	<u>Last Year- To-Date (FY 17/18)</u>
Auditorium/Gym	15	15	58	79
O'Connell Park	4	0	9	8
LeRoy Park	0	3	3	11
Senior Center	2	2	7	11
City Parking Lot	1	1	5	5
Council Chambers	6	0	27	0

City of Guadalupe
October 2018
Civil Engineering Projects

The following is a list of projects in various stages of construction, design, or planning.

- **Obispo and 11th Street Drainage Improvements** – Work on this project is nearly complete. The contractor is currently preparing reports for the extra work that was necessary.
- **2018 Pavement Rehabilitation Project** – A preconstruction meeting was held on October 1, 2018. Construction started and will be completed in early November.

The following segments are included in the work:

- Pelican Lane from Sandpiper Lane to Surfbird Lane
 - Sandpiper Lane from Pacific Dunes Way to Pelican Lane.
- **2019 Pavement Rehabilitation Project** – Design work is starting on the 2019 Pavement Rehabilitation Project. The project includes Obispo Street from Main Street to 10th Street. Nearly all the existing curb ramps are non-compliant with current ADA standards. The ramps will be replaced in conjunction with this project. The actual extents of the project will be determined by the available funding. It is anticipated that this project will be construction in Summer 2019.
 - **2019 Pavement Maintenance Project** – Design work has started on the 2019 Pavement Maintenance Project. The project includes street segments identified in the Pavement Management Plan. It is anticipated that this project will be construction in Summer 2019. The preliminary list of streets are the following. The actual list may change due to funding.
 - All Streets with the Treasure Park Area
 - Amber Street, Second Street, Birch Street, Cedar Street, Third Street, Elm Street, Fir Street, Holly Street, Fourth Street, and Flower Avenue
 - Tognazzini Avenue – Main Street to North End
 - Calle Cesar Chavez
 - Santa Ines Street
 - Santa Barbara Street
 - San Miguel Court
 - **WWTP Influent Pump Replacement Project.** The influent pumps at the wastewater treatment plant are in poor condition. They need to be replaced as soon as possible. A pre-bid meeting was held on October 23, 2018 at the WWTP were MKN lead interested contractors through the plant to show them the work required. Bids will be open on November 1, 2018, and a contract will be brought to the City Council for approval on November 13, 2018.

- **Implementation of NPDES Permit and MS4 Requirements** – The City is in the final year of implementation of the MS4 Requirements. Staff is working on implementing the Regional Water Quality Control Board’s requirements.
- **ATP Cycle 3.** Plans have been resubmitted to Caltrans for review. The project includes sidewalks on the east side of Guadalupe Street from Olivera Street to the Amtrak Station, street crossings, and handicap ramp replacements at various locations. It is anticipated that construction will occur in Spring 2019.
- **ATP Cycle 4.** The application was submitted to the CTC by the July 31st deadline. The application included pedestrian improvements throughout the City and on school routes. If successful, the City will receive 1.1 million dollars.
- **IRWM DAC Grant (Lift Stations and Sewer Main Replacement)** –The first phase of the grant funding is for the design phase of work on the Pioneer and Hwy 1 Lift Stations, Sewer Main, and various “High priority” Water and Wastewater capital improvement projects. MKN has been awarded a contract to complete this work. All the design work is being funded by the IRWM Grant.
- **Hwy 1/ Hwy 166 Intersection.** The City Engineer has been attending quarterly meetings with Caltrans, SBCAG and other agencies regarding the signalization of the Hwy 1 / Hwy 166 intersection. This project was originally slated for construction in 2018. However, due to additional requirements by the Union Pacific Railroad and Caltrans the project is on hold pending further investigation.

Development

The following developments which require engineering review/oversight are in various phases.

- **Pasadera**
 - The Lot 4 final map has been approved by Council and was recorded in August.
 - Construction is occurring on Lot 4. Streets have been paved and the well and well house are nearly completed for the first phase. It is anticipated that the
 - A Vesting Tentative Tract Map has been submitted for Lot B of Tract 26,090, which is the parcel between the UPRR and the Santa Maria Valley Railroad spur.
- **Pioneer Street Apartments**
 - The building permits have been approved and are awaiting the developer submitting fees.
- **Beachside Cooler**
 - The Developer has submitted paperwork for a Lot Line Adjustment. This has been forwarded to the County for a technical review.
 - The Developer has contacted the City Engineer to discuss work on Peralta Street. Since the 11th Street and Peralta Street Drainage Improvement Project has been completed Beachside can now start their work. The developer’s engineer will submit plans for final approval and signature prior to receiving an encroachment permit and construction.
- **Apio Wastewater Reclamation System and Voluntary Merger**
 - Both applications are in various phases of review.



- **Guadalupe Court (People's Self-Help Housing)**
 - Plans have been submitted for the public improvements, onsite improvements, and the buildings. The plans are in various stages of review. A grading permit has been issued for the project.

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Department of Public Works Summary of Activities

November 6, 2018

1. General

A. Completed

Repair/clean Facilities, Wastewater, Water, Parks & Recreation, Streets and Building & Planning

B. Ongoing

Review of current reporting to various accounts and expenditures

2. Facilities

A. Completed

Repaired Flagpole Lighting - City Hall.

Repaired 3 damaged windows- City Hall.

Repaired 1 damaged window - Senior center.

Installed 1 Courtesy table - City Hall /Finance.

Repaired floor drain – Admin/Fire restroom.

Repaired roof/ drainage -Senior Center.

Repaired interior ceiling damage -Senior center.

B. Ongoing

Hallway repaint- Scheduling underway.

Corporate yard- Proposal sought for maintenance.

JOC Park booster pump proposal received-pending budget review.

3. Wastewater Department

A. Completed

Installed aerator's in Ponds 1&2 to reduce odor issues of seasonal turnover of sludge mat.

Hired "Rain for rent" to provide a trailer mounted pump for the headworks, as 2 pumps failed and as a means to prevent catastrophic failure in event of remaining pumps failure.

Proposal for one- time collection system cleaning from Santa Maria obtained.

Proposal sought from Clay's septic for same scope as Santa Maria for collection system cleaning.

	This Month	2018 Year to Date	2017 Last Year to Date
Influent Flow (MGD)	25,440,000	186,593,000	155,042,000
Outflow	n/a	n/a	n/a
Sewer line Cleaned (ft.)	1600 (ft.)	3100 (ft.)	1700 (ft.)
Compliance with regulatory Standards	1 Violation	15	Unknown
Complaints State Water Board or APCD	unknown	Approx 20 Odor issues	unknown



**Department of Public Works
Summary of Activities (cont'd)**

November 6, 2018

B. Ongoing

- Grade V consultant (Grade III required) providing WWTP oversight.
- Reducing storage ponds volumes to restore emergency storage capacities.
- Influent pump replacements bid documents for project status unknown
- Influent pumps sent to Perry Electric for refurbishment.
- Develop Sanitary Sewer Maintenance Plan (SSMP)
- Create weekly, monthly, semi- annual, annual, bi-annual, and other SOP documents.

4. Water Department

A. Completed

- All fire-flow booster pump motors remanufactured to as new 75HP condition
- One 20HP booster pump motor proposal sought for remanufacture of motor
- Park irrigation repairs effected upon control valve fouled with debris.
- Last minute inspections of backflow devices.
- State water shut down 11-2-2018

	This Month	2018 Year to Date	2017 Year to Date
Water Production MG.	32.55	32611MG	359.15MG in 2017 (685.26MG to date)
Usage totals MG	31.66	289.01 MG	321.38 MG in 2017 (610.39MG to date)
Shut offs	37	523	567 in 2017 (1090 to date)
Opens	26	282	319 in 2017 (601 to date)
Closes	19	215	249 in 2017 (455 to date)
Main Breaks	0	1	2 in 2017,3 to date



Lateral Breaks	1	6	15in 2017
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B. Ongoing

- Pasadera, Lot#4, 12" water Main tie in questions, Public water well.
- Tognazzini Well supplementing Obispo well while state water off.
- State water off for annual Maintenance.

5. Parks & Rec

A. Completed

- Repairs to irrigation system causing water run-on.
- Restocking of consumables for rentals/special events.
- Reduction to watering (seasonal)

B. Ongoing

- Reviewing past practice for sprinkler maintenance vs. best/practical maintenance.
- All trees planted by Project Re-leaf, on -going maintenance by volunteers.
- Funding source being sought for JOC booster pump replacement
- Sea-Train container pending approval for placement at JOC park.
- Playground equipment being considered.
- Building maintenance being scheduled for start-up for JOC Storage.

6. Fleet

A. Completed

- Initial recordation of vehicle statistics for maintenance scheduling
- Tire rotation performed upon streets vehicle, others to follow.

B. Ongoing

- B.A.R. Fleet report due 12-31-2018
- Development of sustainable maintenance program for fleet vehicles(P.W.)



Department of Public Works
 Summary of Activities (cont'd)
 November 6, 2018

Streets Department

A. Completed

Tree cut back for Marquee exposure.

Repaired lighting at Paco Park three times.

Removed graffiti in various locations in City.

	This Month	2018 year to date	2017
Trimmed Trees	2	39	46
Repaired Potholes	0	13@2.25yds	12cu.ft.
Replaced Sidewalk	0	3.5yds 210 sq. ft.	1115 sq.ft.
Painted Street Markings	0	33	16 +
Painted Stop Bars	0	126	16
Painted Stop Legend	0	126	16
Replaced Stop Signs	0	73	34
Repaired Park Signs	0	2	unknown
School Crosswalks	0	14	14
Sand Available for rain 12 yds.	Less due to public use 10 yds approx..	unknown	25 yds. delivered
Painted Red zones	0	227	0
Painted Green zones	0	3	0



Department of Public Works
 Summary of activities (cont'd)

November 6, 2018

	This Month	2018 Year to Date	2017
Auditorium/ Kitchen Cleaning	1	7	Unknown
Drains cleared of debris	22	131	Unknown
Broken Trees	1	21	Unknown
Repaired damaged street signs	2	4	Unknown
Recovered discards	6	51	Unknown
Items recovered	2 Mattresses, Microwave, Organ	Recliner Sofa, Recliner chair	

B. Ongoing

Service public waste containers.

Weed Abatement throughout city.

Repair potholes as they present.

Replace damaged street signs.


Maintain Amtrak station , pressure wash /blow out debris.


Assist departments as possible pending completion of assignments.

6d.

REPORT TO THE CITY COUNCIL

November 13, 2018


Prepared By:
Philip F. Sinco, City Attorney


Approved By:
Cruz Ramos, City Administrator

SUBJECT: PURCHASE AND SALE AGREEMENT WITH GUADALUPE UNION SCHOOL DISTRICT

EXECUTIVE SUMMARY:

On April 28, 2015, the Council approved a draft purchase and sale agreement regarding a 5.1 acre parcel (previously dedicated to the City by RCT 2003, the original developer of the Pasadera project for park purposes in lieu of Quimby fees). This agreement provided that the City would sell this parcel to the Guadalupe Union School District (“District”) for \$695,455, and also, that the City and the District would enter into a joint use agreement for the parcel to ensure the availability of recreational facilities for the City’s residents (as well as for the District). For a variety of reasons, the purchase and sale did not occur as intended at the time; however, beginning earlier this year, the parties began negotiations to complete this transaction. After several closed sessions held by the City Council in connection with these negotiations, a final purchase and sale agreement different from the one approved on April 28, 2015, was approved at the City Council’s closed session held on September 11, 2018. The Guadalupe Union School District is expected to approve this version of the purchase and sale agreement at its meeting on Wednesday, November 14, 2018. Staff is requesting that the City Council move to approve the final version of the agreement in public session and authorize the Mayor to sign the agreement on behalf of the City.

RECOMMENDATION:

That the City Council, by motion, approve the purchase and sale agreement with the Guadalupe Union School District concerning a 5.1 acre parcel the City received from the Pasadera project developer in lieu of Quimby fees, and authorize the Mayor to sign the agreements on behalf of the City of Guadalupe.

BACKGROUND:

In 2012, the City entered into a development agreement with RCT 2003, LLC, the developer of the DJ Farms property at the City's southern edge, which is currently better known as the Pasadera project. The development agreement provided for various land dedications to be granted, including a 5.1 acre parcel for the City to sell to the Guadalupe Union School District (“District”) for joint use recreational facilities in lieu of Quimby fees. In addition, by separate agreement, the developer was obligated to provide a 12.5 acre site to the District. The District intended to construct a middle

school on the two parcels. To ensure continued availability of recreational uses for City residents on the parcel being sold by the City to the District, the City and the District considered the possibility of entering into a joint use agreement that would allocate times and various maintenance responsibilities to the parties regarding the joint use of the smaller parcel. A draft of the joint use agreement was presented to the City Council at the April 28, 2013 meeting for its review and consideration, but it was not presented for approval at this time as staff intended to complete negotiations of the terms of the agreement with the District and bring the final agreement back to the Council for approval at a later time.

The District had commissioned an appraisal of the two parcels in late 2013 to assist the District in obtaining state funding for the purchase of the school site parcels. That appraisal assumed the value of the land as fully-entitled residentially developed land, which would be more valuable than either park land or a school site. The appraisal determined that the value of the land, with that assumption, was \$136,363 per acre. Based on this valuation, the purchase price agreed upon at this time between the City and the District for the 5.1 acre parcel was \$695,455.

DISCUSSION:

For a variety of reasons, the purchase and sale of the 5.1 acre parcel was never completed. Earlier this year, the parties resumed negotiations concerning the purchase and sale agreement, but were unable to come to an agreement concerning the joint use provisions for the use of the property as a park site, and the parties eventually decided it was not necessary to require that the site actually be used for a park. The City and the District decided that it was better for both parties to simply sell the land to the District for the agreed upon price, plus \$49,280.64 in interest to compensate the City for the time it took to complete this transaction (which was supposed to be concluded in May 2013). The agreement now, unlike the original version, does not require that the District use the site for a park. Should the school decide to use it in this manner, the agreement requires the City to support the District's effort to obtain grant funding for park improvements, but the District is free to use the property however it chooses to. The City intends to use the money it will receive in the transaction for recreational and/or park purposes (as it is required to do because the City received the property in lieu of Quimby fees).

FISCAL IMPACT:

The City's general fund will benefit from the receipt of one-time funds in the amount of \$695,455 plus accrued interest of \$49,280.64 for the approximately five (5) years that have lapsed since the original purchase and sale agreement was approved by the City Council in April 2013, although these funds must only be used for recreational and/or park related purposes.

CONCLUSION:

Staff recommends that the City Council, by motion, approve the purchase and sale agreement attached hereto and authorize the Mayor to sign the agreement on behalf of the City.

ATTACHMENTS:

- 1) Purchase and Sale Agreement;

**PURCHASE AND SALE AGREEMENT
AND PRELIMINARY JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is made this _____ day of _____, 2018 (the "Effective Date"), by and between the City of Guadalupe, a municipal corporation (the "Seller" or "City"), and the Guadalupe Union School District, a California school district (the "Purchaser" or "District"), collectively referred to as the "Parties" and singularly as "Party," with reference to the following facts:

RECITALS

A. Guadalupe Beach, LLC, a California limited liability company (the "Developer") along with others, are currently the owners of approximately 196.5 acres of unimproved real property located in the City of Guadalupe, County of Santa Barbara, State of California, as generally set forth in the DJ Farms Specific Plan, which property is more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein (the "DJ Farms Site");

B. Developer seeks to develop approximately 800 buildable lots within the DJ Farms Site located within Seller's municipal boundaries and within Purchaser's school district boundaries;

C. Developer has irrevocably dedicated approximately 5.1 acres of the DJ Farms Site, as identified in Exhibit C, attached hereto, (the "Property") to Seller in lieu of Quimby Fees as provided for at Government Code Section 66477. Seller has accepted the dedication and is willing to sell the Property to Purchaser and Purchaser intends to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement;

D. By way of separate transaction, Purchaser acquired 12.5 acres of the DJ Farms Site from the Developer, located adjacent to the Park Site, (the "School Site") for purposes of constructing a school (the "School").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. **PROPERTY.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement.

The Parties acknowledge that, for purposes of the Subdivision Map Act and specifically Government Code Section 66428(a)(2), the conveyance of property to Purchaser, a public entity, is exempt from the requirements of the Subdivision Map Act (the "Act") in that it does not require the property conveyed to be a legally subdivided parcel prior to acquisition by Purchaser.

A master vesting tentative tract map was approved by Seller on August 13, 2013 that contained lot numbers for the parcels comprising the Property. The transfer of the Property shall be accomplished by either (1) recordation of a deed containing a metes and bounds description in a survey map to be prepared by a surveyor or engineer that legally describes and depicts, in detail, the Property to be conveyed from Seller, or (2) if a final subdivision map has been approved by City in which the Property is described by reference to lot numbers, recordation of a deed containing a legal description using said lot numbers.

2. PURCHASE PRICE AND OTHER COSTS; PAYMENT.

2.1 Purchase Price Amount. The purchase price for the Property is Six Hundred Ninety-Five Thousand Four Hundred Fifty-Five Dollars (\$695,455.00) plus Forty-Nine Thousand Two Hundred Eighty Dollars and Sixty-Four Cents (\$49,280.64) in interest to compensate Seller for the delay in the purchase and sale which was originally supposed to occur in 2015 (collectively referred to as the "Purchase Price")

2.2 Construction of Park Improvements.

2.2.1 If Purchaser decides to use the Property as a park as originally intended by the parties, Seller agrees to cooperate with Purchaser by collaborating on applications for grant funding for the design and installation of improvements for the park, but this is not a requirement of this Agreement.

3. ESCROW. Escrow Holder shall be First American Title Company, located at 411 East Betteravia, Santa Maria, California 93454; P.O. Box 1842 (93456); Tel: (805) 922-5861; Fax: (866) 223-4941; Attn: Annette Mudanca ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The Parties agree to execute all further supplemental escrow instructions required by Escrow Holder or by this Agreement, which further instructions shall be consistent with this Agreement. "Close of Escrow" or "Closing Date" is defined to be the date a grant deed from Seller to Purchaser for the Property is recorded in the Office of the Santa Barbara County Recorder. Escrow shall close on or before ten (10) business days after the Purchaser's approval of the Due Diligence Period (the "Closing Date").

4. TITLE. Within ten (10) business days of the Effective Date of this Agreement, Purchaser shall obtain a preliminary title report covering the Property, issued by Escrow Holder (the "Preliminary Report"). Purchaser shall approve or disapprove any exceptions to title shown on the Preliminary Report in writing by no later than fifteen (15) business days after receipt by Purchaser of the Preliminary Report and copies of all recorded documents shown as exceptions to title on the Preliminary Report, or any supplemental report issued prior to the Close of Escrow. Seller may, at Seller's election, cause any title exceptions disapproved in such manner by Purchaser to be removed before the Close of Escrow, provided, however, that Seller shall remove, by or at the Close of Escrow, all monetary liens, if any. If Seller elects not to, or fails to, remove any one or more of such disapproved exceptions prior to the Close of Escrow, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to remove the same prior to the scheduled date for the Close of Escrow, Purchaser shall have the choice of: (i) terminating this Agreement and the escrow, in which event neither

Seller nor Purchaser shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the purchase called for in this Agreement.

5. DUE DILIGENCE.

5.1 Property Documents. Within ten (10) business days of the Effective Date of this Agreement, Seller shall provide Purchaser copies of the following documents, if any, that are in its possession or under its control: (i) relevant studies, documents, land surveys, soils reports, licenses, permits, maintenance contracts, utility contracts, management contracts, service contracts, warranties, ADA compliance, Field Act compliance, approvals, and other documents and/or contracts pertaining to the Property, together with any amendments or modifications, (ii) any and all information that Seller has regarding environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to, Phase I and/or Phase II Environmental Assessments, wetlands, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property, (iii) copies of leases and relative correspondence, and (iv) any other documents relevant to the use, occupancy, or condition of the Property (collectively, "Property Documents"). Notwithstanding the foregoing, Seller shall have no obligation to cause any of the documents described as Property Documents to be created or produced if such document does not already exist.

5.2 Physical Inspection. Purchaser and Purchaser's agents and representatives shall have the right to enter onto the Property from and after the Effective Date through and including the date which is ninety (90) days after the Effective Date (the "Due Diligence Period") to make any Inspection and determine whether the Property is acceptable to Buyer. Within three (3) business days of the Effective Date of this Agreement, Seller in coordination with Developer, shall provide Purchaser and Purchaser's agents and representatives with access to the Property, pursuant to Section 5.3 below, to make any Inspections. "Inspections" include reasonable non-destructive inspections, investigations, tests, copies, verifications, assessments, surveys and studies as Purchaser considers reasonably necessary or desirable under the circumstances regarding the Property and its condition. Inspections may include, without limitation, Inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; environmental assessments (including, but not limited to, soil borings during a Phase II environmental assessment), studies, tests and reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals. All Inspections shall be made at Purchaser's sole cost and expense and shall not unreasonably interfere with Seller's or Developer's operations at the Property. Purchaser shall repair any damage to the Property caused by any Inspections. Prior to the expiration of the Due Diligence Period, Purchaser shall provide Seller with written notice of Purchaser's disapproval of the Property, in Purchaser's sole discretion. Purchaser's failure to provide Seller with written notice of Purchaser's disapproval shall be deemed to be an approval of the Property. If Purchaser, in its sole discretion, disapproves the Property for any reason, Purchaser or Seller may terminate this Agreement by written notice to the other within the Due Diligence Period. If this Agreement is terminated pursuant to this section, then neither party shall

have any rights or obligations arising out of this Agreement, except as otherwise set forth in this Agreement.

5.3 Access. Seller and Developer shall coordinate with each other to provide access to the Property during the Due Diligence Period to Purchaser, its agents, employees, or contractors during normal business hours at reasonable times, upon at least one (1) business days' notice to Seller, at Purchaser's own cost and risk, with insurance as required pursuant to Section 5.3.1 below, for the purpose of conducting the Inspections. Purchaser shall restore the Property as a result of such Inspections, and return the affected portion of the Property to its condition immediately prior to such Inspection.

5.3.1 Insurance. At all times prior to the Close of Escrow, Purchaser shall maintain commercial general liability insurance covering the activities of Purchaser on the Property. Such insurance shall have a per occurrence limit of at least One Million Dollars (\$1,000,000) and an aggregate limit of at least Three Million Dollars (\$3,000,000), shall name Seller and Developer as additional insured, shall be primary and noncontributing with any other insurance available to Seller, and shall be issued on an occurrence basis. Prior to any entry on to the Property by Purchaser or its agents, employees, or contractors, Purchaser shall furnish Seller with a certificate of such insurance in form and substance reasonably acceptable to Seller.

6. CONDITIONS TO PURCHASER'S PERFORMANCE. Purchaser's obligation to perform under this Agreement is subject to the following conditions:

6.1 Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;

6.2 Seller's performance of all obligations under this Agreement;

6.3 The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, except for reasonable wear and tear, and no event shall have occurred, or any condition have arisen, that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, income, expenses, or occupancy; and

6.4 Escrow Holder being prepared to issue the Title Policy, hereinafter defined, on the Close of Escrow, subject only to the Approved Exceptions, hereinafter defined.

7. CONDITIONS TO SELLER'S PERFORMANCE. Seller's obligation to perform under this Agreement is subject to the following conditions:

7.1 Seller's holding of valid legal title to the Property;

7.2 Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

8. CLOSE OF ESCROW.

8.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the Parties hereto shall promptly deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

8.2 Delivery by Seller to Escrow Holder. Seller shall deliver to Escrow Holder:

8.2.1 A grant deed, duly executed and acknowledged by Seller, in recordable form, subject only to the title exceptions approved by Purchaser ("Approved Exceptions"), and ready for recordation on the Closing Date ("Deed"); and

8.2.2 Seller's share of costs and expenses pursuant to Section 8.6.

8.3 Delivery by Purchaser to Escrow Holder. Purchaser shall deliver to Escrow Holder the sums described in Section 2.2.1, as applicable, and its share of costs and expenses pursuant to Section 8.6.

8.4 Other Instruments. Seller and Purchaser shall each deliver such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.5 Closing Date Instructions. Provided that Escrow Holder has received the documents, instruments and funds described in Sections 8.2, 8.3, and 8.4 hereof, that Escrow Holder has not received written notice from either Purchaser or Seller that any of the conditions to Close of Escrow set forth in Sections 6 and 7 have not been satisfied or waived or that any of the representations and warranties made by either Purchaser or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the title company is able to deliver to Purchaser a CLTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price, subject only to the Approved Exceptions, Escrow Holder is authorized and instructed on the Closing Date to:

8.5.1 Record the Deed (marked for return to Purchaser) with the Santa Barbara County Recorder;

8.5.2 Issue the Title Policy;

8.5.2.1 Upon release of the Purchase Price, supplemental escrow instructions shall be provided to Escrow Holder by Purchaser and Seller, consistent with this Agreement, with respect to a Title Policy or supplemental title insurance policy in the amount of the Purchase Price.

8.5.3 Disburse to Seller the Purchase Price, less any deposit amounts and less Seller's share of prorations and costs of escrow.

8.5.4 Prepare and deliver to both Purchaser and Seller one (1) signed copy each of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

8.5.5 If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

8.6 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

8.6.1 The parties shall share equally in the cost of the Escrow Holder's fees and recording fees;

8.6.2 Purchaser shall pay the cost of the Title Policy;

8.6.3 Purchaser shall pay any transfer taxes applicable to the transfer of title at Close of Escrow;

8.6.4 Any miscellaneous costs shall be borne by the Parties based upon their mutual agreement;

8.6.5 All other charges and credits with respect to the Property shall be prorated to the Close of Escrow on the basis of a thirty (30) day month; and

8.6.6 In the event of any termination of this Agreement or the failure of escrow to close as provided herein due to a default of a Party or the exercise of a Party's right to terminate as provided herein, then the defaulting or terminating Party (as the case may be) shall pay any cancellation costs imposed by the Escrow Holder.

8.7 Termination. Unless earlier terminated as set forth herein, this Agreement shall remain in full force and effect until the Purchase Price and the provisions of this Section 8 are satisfied.

9. POSSESSION. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Purchaser that:

10.1 Authority of Seller. Seller has the authority to own and convey the Property, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at Close of Escrow are, or at the time of Close of Escrow will be, duly authorized, executed and delivered by Seller and do not, and at the time of Close of Escrow will not, violate any provisions of any agreement or judicial order to which Seller is a party, or to which Seller or the Property is

subject. This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by Seller's authorized representative.

10.2 Marketable Title. Seller has, or will have at Close of Escrow, good and marketable title to the Property free and clear of liens other than the Approved Exceptions and those liens to be released at Close of Escrow, and upon execution and delivery of the Seller's closing documents, Purchaser will have good and marketable title to the Property free and clear of liens other than the Approved Exceptions and liens created by, under or through Purchaser.

10.3 Litigation. There is no litigation, including any arbitration or other proceeding by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending, or to Seller's knowledge, threatened against Seller, or any basis therefore, that arises out of the ownership of the Property, or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, or adversely affect the ability of Seller to perform its obligations under this Agreement. There are no unsatisfied arbitration awards or judicial orders against Seller relating to the Property, and to Seller's knowledge, there is no basis for any such arbitration or other proceeding.

10.4 Violation of Law. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

10.5 Compliance with Laws. The Property is, and is being operated, in full compliance with all zoning, environmental, health, safety, fire, sewage, building, and other local, state, or federal laws, codes, ordinances, or regulations, and Seller has not received any notice of violation of law, ordinance, or requirement having jurisdiction or affecting the Property, and knows of no facts which would constitute grounds for receiving any notice of a material violation of any such law, order or requirement.

10.6 No Rights Granted. Except for the rights of Purchaser under this Agreement, Seller has not granted any options or rights of first refusal to purchase the Property to any person or entity, and conveyance of the rights described in this Agreement will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

10.7 No Suit. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could (a) affect Seller's title to the Property, or any portion thereof, (b) affect the value of the Property, or any portion thereof, or (c) subject an owner of the Property, or any portion thereof, to liability.

10.8 No Leases. There are no leases executed by Seller or its predecessors in title or other rights of occupancy or use granted by Seller or its predecessors in title of any portion of the Property other than any agricultural leases disclosed to Purchaser pursuant to this Agreement. Seller agrees not to enter into any tenant lease between the Effective Date of this Agreement and the Close of Escrow without prior consultation with Purchaser.

10.9 Covenants. Seller has not received any written notice that there is, and there does not now exist, any violation of any restriction, condition or agreement contained in any

easement, restrictive covenant or any similar instrument or agreement affecting the Property or any portion thereof.

10.10 Hazardous Materials.

10.10.1 The Property is free from Hazardous Materials and is not in violation of any environmental laws. Notwithstanding the foregoing sentence, Seller is aware and discloses to Purchaser that the Property has previously been operated as agricultural land with food and other crops, and as such, there may be soil amendments, pesticides/fungicides, or fertilizers in amounts typically used in agricultural operations present on the Property that could be classified as Hazardous Materials.

10.10.2 There are no buried or partially buried storage tanks located on the Property. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are currently in violation of any environmental law, or informing Seller that the Property is currently subject to investigation or inquiry regarding Hazardous Materials on the Property or the potential violation of any environmental law.

10.10.3 There is no monitoring program required by the Environmental Protection Agency ("EPA") or any similar state agency concerning the Property.

10.10.4 No toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

10.10.5 The Property has never been used as a dump or landfill.

10.10.6 Seller has disclosed to Purchaser all information, records, and studies in Seller's possession in connection with the Property concerning Hazardous Materials.

10.10.7 The Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions; there are no environmental health, or safety hazards on, under, or about the Property, including, but not limited to, soil and groundwater conditions; neither Seller nor any third party (including, but not limited to, Seller's predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials; Seller has no actual knowledge, except as otherwise disclosed to Purchaser in writing, of the existence or prior existence on the Property of any Hazardous Materials, other than de minimis amounts of household cleaners or office supplies, or soil amendments, pesticides/fungicides, or fertilizers in amounts typically used in agricultural operations.

As used in this Agreement, "Hazardous Materials" includes, but is not limited to, any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government, (ii) defined as an "acutely

hazardous waste," "extremely hazardous waste," "hazardous waste, or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 United States Code section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

10.11 Reports, Contracts and Other Documents. The Property Documents and all other contracts or documents delivered to Purchaser pursuant to this Agreement, or in connection with the execution hereof, are, and at the time of Close of Escrow, will be true and correct copies, are, and at the time of Close of Escrow, will be in full force and effect, and contain no inaccuracies or misstatements of fact, and all such contracts, leases and other documents relating to or affecting the Property have been or will be delivered to Purchaser pursuant to this Agreement.

10.12 Adverse Conditions. Seller does not have any actual knowledge of any significant adverse fact or condition relating to the Property which has not been specifically disclosed in writing to Purchaser.

10.13 Survival. Seller's representations shall survive termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that:

11.1 Authority of Purchaser. Purchaser has the full power and authority to execute and enter into this Agreement and consummate the transactions contemplated hereunder. This Agreement constitutes a valid and binding agreement of Purchaser enforceable in accordance with its terms. This Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, ratified, and delivered by the Governing Board of Purchaser.

12. SELLER COVENANTS. After the Effective Date and prior to Close of Escrow, Seller agrees:

12.1 to pay, prior to delinquency, all property taxes and assessments which become due and payable with respect to the Property;

12.2 to manage and maintain the Property in substantially the same manner in which it is currently managed and maintained, and to keep the Property in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted;

12.3 to promptly advise Purchaser of the commencement of any litigation by or against Seller pertaining to the Property, and to deliver to Purchaser copies of all notices relating to the Property and received by Seller after the date hereof from governmental authorities;

12.4 to not mortgage or encumber the Property in any way, lease the Property, make any material alterations to the Property, nor grant any property or contract right relating to the Property;

12.5 maintain or cause to be maintained in full force and effect comprehensive, general liability, casualty and other insurance on the Property in an amount appropriate for such a property; and

12.6 to notify Purchaser of any material change in any condition with respect to the Property of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

13. INDEMNIFICATION. From and after the Close of Escrow, Seller shall defend, indemnify and hold harmless Purchaser (and Purchaser's officials, governing board members, employees and agents) against and in respect of any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including, reasonable attorneys' fees) of any kind or nature whatsoever which may be asserted by anyone against Purchaser (or Purchaser's officials, governing board members, employees or agents):

13.1 By reason of any act, omission, or event arising, incurred, or occurring on the Property during Seller's ownership; or

13.2 Based upon or related to a breach of any representation, warranty, or covenant made by Seller in this Agreement or in any exhibit, document, statement, schedule or certificate delivered pursuant to this Agreement.

14. BROKERS' FEES. Seller and Purchaser each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any other broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

15. GENERAL PROVISIONS.

15.1 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the County of Santa Barbara.

15.2 Notices. All notices and demands of any kind which either Party may be required or desires to serve upon the other Party shall be in writing and shall be served upon such other Party by personal service, facsimile transmission, by delivering any notice by nationally

recognized overnight delivery service (such as Federal Express) for next business day delivery, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Seller: City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Administrator

If to Purchaser: Guadalupe Union School District
4465 Ninth Street
P.O. Box 788
Guadalupe, CA 93434
Attn: Superintendent

Service shall be deemed complete on the date of personal service, facsimile transmission if accompanied by transmission report showing that the fax was received, or if mailed or sent by overnight delivery service then on the actual delivery date or attempted delivery date shown on the addressee's return receipt, whichever is earlier. The addresses to which notices and demands shall be delivered or sent may be changed from time-to-time by written notice to the other Party.

15.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

15.4 Assignment. Neither Party may assign this Agreement nor any rights created hereunder without the prior written consent of the other Party.

15.5 Entire Agreement. This Agreement, and the documents referenced herein contain the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

15.6 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15.7 Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

15.8 Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather, as if both Parties have prepared it. Unless otherwise indicated, all

references to sections are to this Agreement. All Exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

15.9 Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow for a period of two (2) years and shall not be merged in the Deed or other documents.

15.10 Time of the Essence. Time is of the essence in this Agreement.

15.11 Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

[Signature page follows]

The Parties hereto have executed this Agreement as of the date first written above.

SELLER:

City of Guadalupe,
a California Municipal Corporation

By: _____
John Lizalde, Mayor

Approved as to form:

By: _____
Philip F. Sinco, City Attorney

PURCHASER:

Guadalupe Union School District,
a California School District

By: _____
Title: Superintendent

Approved as to form:

By: _____
Constance Schwindt, District Counsel

Exhibit A

Parcel One:

That certain Parcel or Tract of land in the City of Guadalupe, County of Santa Barbara, State of California, being a portion of the map entitled "Map of the Subdivision of the Rancho Guadalupe, Santa Barbara County and San Luis Obispo, California" surveyed and subdivided by James T. Stratton, November 1871, filed in the County Recorder's Office of said County of Santa Barbara on March 8, 1880 and posted in Book "B" of Miscellaneous Records, at Page 442, as shown on the map entitled "Map of the Subdivision of Rancho Guadalupe," filed as Map 3 in Rack 4, in the Office of the County of Santa Barbara County, described as follows:

All that portion of Subdivision No. 10, Rancho Guadalupe, lying Northerly of that portion of above mentioned Subdivision No. 10, Rancho Guadalupe, conveyed to the Southern Pacific Railroad Company by deed recorded April 23, 1895 in Book 39, Page 268 of Deeds, and recorded August 30, 1899 in Book 67, Page 543 of Deeds, and recorded September 7, 1899 in Book 67, page 545 of Deeds, and lying Northerly of that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to Southern Pacific Company by deed recorded August 24, 1966 as Instrument No. 27546 in Book 2163, Page 291, Official Records.

Excepting therefrom that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to the State of California by deed recorded May 3, 1938 as Instrument No. 3810, in Book 425, Page 455, Official Records.

Also excepting therefrom that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to the State of California, by deed recorded November 23, 1993 as Instrument No. 93-93206, Official Records.

Also excepting therefrom all oil, gas, minerals, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

Said land is shown with other land on Record of Survey recorded in Book 88, Pages 13 and 14 of Maps, in the Office of the County Recorder of said County.

Said land is set forth as Lot "A" in Certificate of Compliance recorded February 5, 2002 as Instrument No. 2002-0011547, Official Records.

APN 113-080-024

Parcel Two:

That certain Parcel or Tract of land in the City of Guadalupe, County of Santa Barbara, State of California, being a portion of the **map** entitled "Map of the Subdivision of the Rancho Guadalupe, Santa Barbara County and San Luis Obispo, California" surveyed and subdivided by James T. Stratton, November 1871, filed in the County Recorder's Office of said County of Santa Barbara on March 8, 1880 and posted in Book "B" of Miscellaneous Records, at Page 442, as

EXHIBIT A

shown on the map entitled "Map of the Subdivision of Rancho Guadalupe," filed as map 3 in Rack 4, in the Office of the County Recorder of Santa Barbara County, described as follows:

All that portion of Subdivision No. 10, Rancho Guadalupe, as shown on the map of said Rancho lying Southerly of that portion of above mentioned Subdivision No. 10, Rancho Guadalupe, conveyed to the Southern Pacific Railroad Company by deed recorded April 23, 1895 in Book 39, Page 268 of Deeds, and recorded August 30, 1899 in Book 67, Page 543 of Deeds, and recorded September 7, 1899 in Book 67, page 545 of Deeds; and lying Southerly of that portion of said Subdivision No. 10, Rancho Guadalupe, conveyed to Southern Pacific Company by Deed recorded August 24, 1966 as Instrument No. 27546 in Book 2163, Page 291, Official Records.

Excepting therefrom that portion thereof described in the deed from J. Newton Blanchard, tax collector of the County of Santa Barbara, State of California to Albert Byrnes, a married man and Maxwell B. Sanders, a married man, recorded March 24, 1972 as Instrument No. 10191 in Book 2392, Page 258, Official Records, described as follows:

The strip of land lying between State Highway No. 1, 66 feet in width, and the Southern Pacific Company Railroad right-of-way, 100 feet in width, within said Subdivision No. 10.

Also excepting therefrom all oil, gas, minerals, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

Said land is shown with other land on Record of Survey recorded in Book 88, Pages 13 and 14 of Maps, in the Office of the County Recorder of said County.

Said land is set forth as Lot "B" in Certificate of Compliance recorded February 5, 2002 as Instrument No. 2002-0011547, Official Records.

APN 113-080-018

EXHIBIT A

Exhibit B

(Insert map 1 page)

EXHIBIT B

Exhibit C

(See Map Depiction of Property, labeled as “Phase 2”)

EXHIBIT C

Exhibit D

Insert Appraisal Report

(42 pages)

EXHIBIT D

6e.

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE

Agenda of November 13, 2018



Presented by:
Cruz Ramos, City Administrator

SUBJECT: **2018 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) NOFA**

RECOMMENDATION: Council direct staff to start 2018 NOFA process

BACKGROUND:

CDBG is a federally funded program that funds a multitude of community and economic development activities to support low income communities. Activities from sewer and water improvements, to micro-enterprise assistance, to youth or senior services, to homeowner or multifamily housing rehabilitation to large scale business assistance to new or rehabilitation of public facilities like libraries or fire stations or community theaters.

On November 1, 2018 the California Department of Housing and Community Development (HCD) released the State's Notice of Funding Availability (NOFA) for their Community Development Block Grant (CDBG) program. The maximum grant amount is \$3M. The application filing deadline is February 5, 2019

DISCUSSION:

The CDBG program requires a minimum of two publicly noticed meetings. The first is a design meeting for public input and the second being the Council approval meeting. Additional meetings can be held with the understanding from a timeline perspective that there is a limited amount of time before the application due date of February 5, 2019.

RECOMMENDATION:

It is recommended that the Council direct staff to start the CDBG NOFA process to identify eligible projects that best meet the City's needs.

FISCAL IMPACT:

No financial impact at this stage.

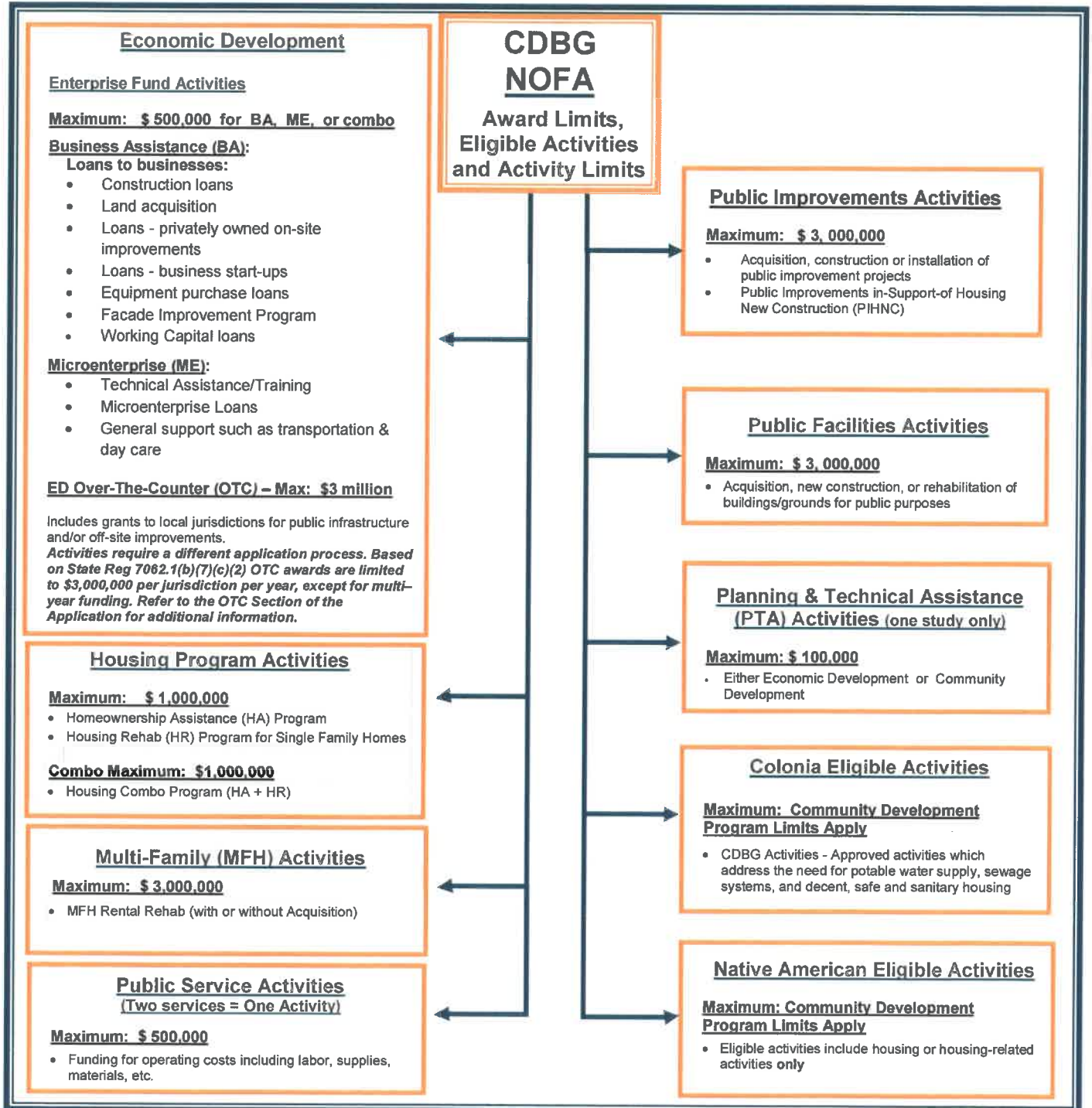
ATTACHMENT

2018 CDBG Funding Limits and Activity Chart


2018 CDBG APPLICATION Funding Limits and Activities Chart

Application Maximum \$3,000,000 (excluding Colonia, Native American and OTC Activities)


For grant funds, jurisdictions can submit only one application for one Planning Activity (PTA) and up to two non-PTA activities. For combination programs and public services, please refer to the 2018 CDBG NOFA.



REPORT TO THE CITY COUNCIL
November 13, 2018



Prepared by:
Philip F. Sinco, City Attorney



Approved by:
Cruz Ramos, City Administrator

SUBJECT: AMENDMENT NO. 2 TO EXTEND AGREEMENT WITH JOHN L. CLEMONS FOR CONSULTANT SERVICES AT THE WASTEWATER TREATMENT PLANT (WWTP) UNTIL DECEMBER 31, 2018

EXECUTIVE SUMMARY:

John L. Clemons was initially retained by the City on May 29, 2018, to provide consulting services for the City's Wastewater Treatment Plant, (WWTP) including serving as the Chief Plant Officer (CPO). Mr. Clemons' services were required because the State Water Resources Control Board had upgraded the City's WWTP to a Grade III facility in April 2018, and this meant that a Grade III operator had to serve as the CPO. Unfortunately, the City's two WWTP employees have only Grade I and Grade II certifications at this time. Mr. Clemons is a Grade V operator. Staff retained the services of Mr. Clemons without City Council approval as the original agreement was only for two weeks, which was within staff's financial authority. The City Council subsequently approved the agreement with Mr. Clemons at its July 10, 2018 meeting and extended it until October 18, 2018. The City's WWTP operators have taken tests to upgrade their certifications to Grade II and Grade III operators, which is required by the SWRCB's order, but their test results will not be known until early December. For this reason, staff is requesting that the Council approve a second extension of the City's agreement with Mr. Clemons until December 31, 2018.

RECOMMENDATION

Staff recommends the City Council, by motion, approve Amendment No. 2 to the agreement with John L. Clemons for consulting services and as the CPO for the City's WWTP until December 31, 2018, and authorize the Mayor to sign Amendment No 2 on behalf of the City.

DISCUSSION

On April 18, 2018, the State Water Resources Control Board (SWRCB) upgraded the classification for the Guadalupe WWTP to a Grade-III Plant. On May 4, 2018, during a routine inquiry, staff learned the WWTP classification had been upgraded, and the SWRCB had

removed the City's Chief Plant Operator (CPO) from the lead position. The City was allowed 30-days from date of issuance to comply with the SWRCB order.

The effect of the new Grade-III plant classification requires the Chief Plant Operator (CPO) to have an equivalent (Grade-III) operating license to meet SWRCB minimum requirements (see chart). Also, it requires the Designated Operator-In-Charge (DOIC, like a second in command) to have no less than one grade from the WWTP classification.

WWTP Classification	Minimum Grade Level of CPO	Minimum Grade Level of DOIC
I	I	I
II	II	I
III	III	II
IV	IV	III
V	V	III

The City currently employs two WWTP operators, grades II and I, respectively. With the plant classification upgrade, the incumbents are no longer legally qualified to manage and operate the plant without upgraded operator licenses. SWRCB's order requires a minimum of Grade-III or higher operator in the position of CPO, and the only option at the time was to hire the consultant.

Failure to comply is a violation of state law and subjects the WWTP/City Officers to fines/penalties until compliance requirements are met.

To avoid fines/penalties and to comply with the law and SWRCB's order, staff retained the services of John L. Clemons, a Grade V operator to provide consulting services for the WWTP as well as serve as the CPO. Mr. Clemons was retained as of May 29, 2018, under an agreement that had a term of two week. City Council approval of this agreement was not required since the total cost of the services rendered under the agreement during the two-week term was within staff's financial authority.

The City Council subsequently approved the agreement with Mr. Clemons and extended it until October 18, 2018, at its meeting on July 10, 2018. During this time, the City's two WWTP employees, with Grade I and Grade II certifications, have taken tests to upgrade their certifications to Grade II and Grade III, as required by the SWRCB's order. The test results will not be known until early December 2018, and therefore, staff is recommending that the Council approve a second extension of the City's agreement with Mr. Clemons until December 31, 2018.

FISCAL IMPACT

Approximately \$2,400 per month for consulting fees and a total of approximately \$6,000 in fees that will be incurred from 10/19/18 to 12/31/18.

ATTACHMENTS

1. Original Agreement between the City of Guadalupe and John L. Clemons;
2. Amendment No. 2 to Agreement between City of Guadalupe and John L. Clemons.

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

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 29th day of May 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and John L. Clemons, a California Grade V Wastewater Operator ("Consultant").

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

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of two (2) weeks, from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

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

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

Section 4. Compensation and Method of Payment.

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

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

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

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

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

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

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

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

Section 7. Consultant's Books and Records.

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

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

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

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

Section 8. Status of Consultant.

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

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

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

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

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

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

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

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

Section 14. Confidential Information; Release of Information.

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

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

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

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

Section 15. Indemnification.

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

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

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

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

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

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

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

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

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

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

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

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

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

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

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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

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

Section 19. Termination of Agreement.

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

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

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

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

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

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

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

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

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

To Consultant: John L. Clemons
 1465 24th Street
 Oceano, CA 93475
 (661) 348-7196

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF GUADALUPE

By: *Cruz Ramos*
Cruz Ramos, City Administrator

APPROVED AS TO FORM:

Philip Sinco, City Attorney

CONSULTANT:

By: *John Z. Clemens III 5/29/2016*
Title: *Principal Consultant*

By: _____

Title: _____

EXHIBIT A
Clemons Proposal/Scope of Services

May 30, 2018

Good morning Richard,

I am looking forward to working with the City of Guadalupe as a Consultant. My hourly wage is \$51.09 per hour. I will need two full weeks to review plant documents, regulatory documents, current conditions of the processes, and the collections system. (This includes meetings and discussions with staff). Should we extend the contract, I propose to be present at the Plant 8 to 12 hours per week, and we can discuss secondary objectives of plant compliance and performance. Below I have listed the primary objectives for which I will be responsible. I require the City WWTP staff to reasonably cooperate with my direction, and to conduct themselves at all times in a professional manner.

Primary Objectives: Consultant

- Act as CPO for the time required to upgrade staff skills to Grade III and Grade II Wastewater Treatment Operators, respectively.
- Provide direction to improve performance in overall operation of wastewater treatment plant and collection system
- Provide oversight of regulatory compliance through administrative and operational direction
- Track, monitor, and oversee submission of self-monitoring reports as required by the State Regional Water Quality Control Board
- Develop and Implement daily monitoring and response protocols for operations
- Provide input and guidance during interaction with regulatory agencies to ensure regulatory compliance

Provide training for Grade II and Grade I operational and collections system staff to obtain the next level of professional competency

Secondary Objectives (to be determined after initial two weeks)

- Assist Staff with development of Standard Operational Procedures (S.O.P.) to ensure reasonable judgement and care with regard to operations and maintenance procedures in the W.W. Division
- Assist staff with development of a formal preventive maintenance program
- Assist staff with development of equipment replacement schedule
- Assist staff with review of WWTP safety program
- Assist Staff with development of Sewer System Management Plan (SSMP), a Water Board requirement
- Assist staff to improve bio-solids processing
- Assist staff with evaluation of WWTP and collections system needs

Compensation for the two weeks (5/30-6/13/18) and beyond as needed will be as follows:

- 80 hours at \$60.00/hour
- Direct reimbursable expenses, as approved by the City Administrator.

If you have any questions please feel free to contact me at 661-348-7196 or by email at jlclemons111@yahoo.com.

Best regards,

John L. Clemons

John L Clemons

Company Slogan

1465 24th St.
Oceano, CA, 93445
661-348-7196

CITY of GUADALUPE

Date Rec'd 6/21/18

Approved [Signature]

Vendor # _____

Acct. # 12-4425-2150

Amt. \$ \$4680

INVOICE

DATE: June 19, 2018
INVOICE # 100
FOR: Wastewater Consulting
Chief-Plant-Operator

BILL TO:
Public Works Department
City of Guadalupe
918 Obispo Street
Guadalupe, CA, 93434
805-356-3910

DESCRIPTION	HOURS	RATE	AMOUNT
May 30 2018 On Site-Operations	7.00	\$60.00	\$ 420.00
May 31 2018 On Site-Operations	8.00	\$60.00	\$ 480.00
6/1/2018 On Site-Operations	8.00	\$60.00	\$ 480.00
6/4/2018 On Site-Operations	7.00	\$60.00	\$ 420.00
6/5/2018 On Site-Operations	7.00	\$60.00	\$ 420.00
6/6/2018 On Site-Operations	7.00	\$60.00	\$ 420.00
6/7/2018 On Site-Operations	7.00	\$60.00	\$ 420.00
6/8/2018 On Site-Operations	7.00	\$60.00	\$ 420.00
6/11/2018 On Site-Operations	5.00	\$60.00	\$ 300.00
6/12/2018 On Site-Operations	7.50	\$60.00	\$ 450.00
6/13/2018 On Site-Operations	7.50	\$60.00	\$ 450.00
			\$ -
			\$ -
		SUBTOTAL	\$ 4,680.00
		TAX RATE	
		SALES TAX	\$ -
		OTHER	
		TOTAL	\$ 4,680.00

Make all checks payable to John L Clemons.

[Handwritten Signature]

EXHIBIT B
Clemons Extension

June 13, 2018

Mr. John L. Clemons
Wastewater Treatment Operator
1465 24th Street
Oceano, CA

Re: Contract Extension

Dear John:

We are pleased to offer a contract extension for the period June 14, 2018 through October 18, 2018, for "consultant" services, as outlined in the May 29, 2018 contract between yourself and the City of Guadalupe. All terms are to remain the same including scope, compensation, and termination clauses.

Below is the scope as presented in Exhibit A of the referenced contract.

Primary Objectives: Consultant

- Act as CPO for the time required to upgrade staff skills to Grade III and Grade II Wastewater Treatment Operators, respectively.
- Provide direction to improve performance in overall operation of wastewater treatment plant and collection system
- Provide oversight of regulatory compliance through administrative and operational direction
- Track, monitor, and oversee submission of self-monitoring reports as required by the State Regional Water Quality Control Board
- Develop and Implement daily monitoring and response protocols for operations
- Provide input and guidance during interaction with regulatory agencies to ensure regulatory compliance

Provide training for Grade II and Grade I operational and collections system staff to obtain the next level of professional competency

Secondary Objectives (to be determined after initial two weeks)

- Assist Staff with development of Standard Operational Procedures (S.O.P.) to ensure reasonable judgement and care with regard to operations and maintenance procedures in the W.W. Division
- Assist staff with development of a formal preventive maintenance program
- Assist staff with development of equipment replacement schedule
- Assist staff with review of WWTP safety program
- Assist Staff with development of Sewer System Management Plan (SSMP), a Water Board requirement
- Assist staff to improve bio-solids processing
- Assist staff with evaluation of WWTP and collections system needs

If you have any questions please contact me at 805-343-3892, or by email at cramos@ci.guadalupe.ca.us. If you are in agreement with this proposed extension, please indicate your acceptance below.


John L. Clemons, WWTP Operator

6/14/2018
Date


John Lizalde, Mayor

Date

AMENDMENT NO. 2

TO

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF GUADALUPE AND JOHN L. CLEMONS

This **Amendment No. 2** to the agreement for consulting services between the City of Guadalupe and John L. Clemons is made by and between John L. Clemons, a California Grade V Wastewater Operator ("Consultant") and the City of Guadalupe, a California Municipal Corporation ("City"), as of the 19th day of October 2018, based upon the following recitals:

WHEREAS, on April 18, 2018, the State Water Resources Control Board (SWRCB) upgraded the classification for the City's Waste Water Treatment Plant ("WWTP") to a Grade-III Plant, which the City learned about on May 4, 2018; and

WHEREAS, the effect of the new Grade-III plant classification required the Chief Plant Operator (CPO) to have an equivalent (Grade-III) operating license to meet SWRCB minimum requirements; and

WHEREAS, because the City's currently employed WWTP operators only have Grade I and II certifications, they were no longer legally qualified to manage and operate the WWTP; and

WHEREAS, the SWRCB ordered the City to employ a Grade III WWTP Operator as the CPO because the City's currently employed WWTP operators could not serve in this role; and

WHEREAS, failure to comply with the SWRCB's order is a violation of state law and subjects the City to fines/penalties until compliance requirements are met; and

WHEREAS, the City was allowed 30-days from date of issuance to comply with the SWRCB's order; and

WHEREAS, the City originally entered into an agreement with Consultant on May 29, 2018 ("Original Agreement") to serve as the Chief Plant Operator and also for consulting services related to WWTP; and

WHEREAS, the term of the Original Agreement was only for two weeks; and

WHEREAS, the term of the Original Agreement was extended by the City Council at its regular meeting on July 10, 2018 until October 18, 2018, and except for the term, the Amended Agreement included all of the same terms and conditions of the Original Agreement; and

WHEREAS, the City's two WWTP operators have taken the required examinations to obtain Grade II and III certifications, which if they are awarded, will permit the Grade III operator to be employed as the CPO, and will eliminate the need for the Consultant's services; and

WHEREAS, the examination results for the two City WWTP employees will likely not be known until early December 2018; and

WHEREAS, the parties wish to extend the term of the Amended Agreement until to December 31, 2018, so that the results of the examinations will be known.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **Term.** The term of the Amended Agreement shall be extended and shall hereby now expire on December 31, 2018.
3. **No Other Changes.** Except as specifically amended hereby, all other terms and conditions of the Amended Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 is executed by the parties and is entered into as of October 19, 2018.

CONSULTANT:

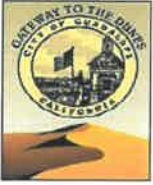
CITY OF SANTA MARIA

By: _____
John L. Clemons

By: _____
Mayor John Lizalde

APPROVED AS TO FORM:

By: _____
City Attorney



7a.

AGENDA REPORT

SUBJECT/TITLE:

WASTEWATER TREATMENT PLANT (WWTP) INFLUENT PUMP REPLACEMENT PROJECT

RECOMMENDATION:

1. APPROVE THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE WWTP INFLUENT PUMP REPLACEMENT PROJECT;
2. ADOPT RESOLUTION NO. 2018-67 TO AUTHORIZE MAYOR TO EXECUTE CONSTRUCTION CONTRACT WITH CUSHMAN CONTRACTING CORPORATION FOR WWTP INFLUENT PUMP REPLACEMENT PROJECT

EXECUTIVE SUMMARY:

The wastewater treatment plant (WWTP) has undergone numerous upgrades since the original construction in the 1960s. The most recent WWTP Improvements were completed in 2012, designed to correct several mechanical and process deficiencies, and maximize value of the available grant funding. Ultimately, some of the improvements that were designed as part of the Project were not constructed due to insufficient funding. Rehabilitation of the influent pump station was one of the elements that was removed from the 2012 WWTP upgrade project.

Over the past couple of months, it has been determined that the influent pumps at the wastewater treatment plant (WWTP) are in serious need of replacement. There are three pumps which pump the raw sewage entering plant. Up to two functioning pumps are required to prevent overflow, depending on the flows received at the WWTP. The third pump serves as a backup should one of the pumps fail. Recently one of the pumps failed and a second was not functioning properly. An emergency bypass pump had to be brought in to ensure the continued functioning of the WWTP. Replacement of the pumps is a critical element in preventing overflows and ensuring the City remains in compliance with its permit.

On October 12, 2018, the City Engineer solicited formal bids for the WWTP Influent Pump Replacement Project. The plans were available in the Building Department and on the City's website. A mandatory pre-bid meeting was held on October 23, 2018.

The deadline to receive bids was 2:00 p.m., November 1, 2018. The City received five bids. Cushman Contracting Corporation from Goleta, CA was the low bidder with a bid of \$153,520.00.

Agenda Item: _____

Staff recommends awarding the WWTP Influent Pump Replacement Project to Cushman Contracting Corporation for \$153,520.00 and authorize the City Administrator to approve contract change orders during construction up to 15% over the contract amount, if deemed necessary.

FISCAL IMPACT: The WWTP Influent Pump Project will be paid for by wastewater funds.

ALTERNATIVE OPTIONS:

1. Do not approve agreement and provide alternate direction to staff.
-

ATTACHMENTS:

1. WWTP Influent Pump Project Plans
 2. Resolution No. 2018-67
 3. Bid Results
-
-

Prepared by: Jeff van den Eikhof, City Engineer

Meeting Date: 13 November 2018

City Administrator Approval: _____

CWR

Agenda Item: _____

RESOLUTION NO. 2018-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING A CONTRACT WITH CUSHMAN CONTRACTING CORPORATION
FOR THE WWTP INFLUENT PUMP REPLACEMENT PROJECT**

WHEREAS, the City of Guadalupe opened bids for the WWTP Influent Pump Replacement Project on November 1, 2018; and,

WHEREAS, the City of Guadalupe received five bids for the construction of the WWTP Influent Pump Replacement Project; and,

WHEREAS, the low bid was received by Cushman Contracting Corporation; and,

WHEREAS, Cushman Contracting Corporation meets the qualifications for the construction of the project; and,

WHEREAS, Staff recommends the award of the construction contract to Cushman Contracting Corporation;

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

SECTION 1. Approve the construction plans and specifications for the WWTP Influent Pump Replacement Project, City Project No. 2018-004; and,

SECTION 2. Authorize the contract with Cushman Contracting Corporation for \$153,520.00; and,

SECTION 3. Authorize the City Administrator to approve change orders to the contract during construction up to 15% of the bid price, if deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 13th day of November 2018 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 C.C. Resolution No. 2018-67, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 13, 2018, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

**CITY OF GUADALUPE
WWTP INFLUENT PUMP REPLACEMENT PROJECT
BID RESULTS**

BASE BID		* BID ITEM & DESCRIPTION		Cushman Contracting Corporation		Whitaker Construction Group Inc.		GSE Construction CO. Inc.		Callagua, Inc.		Spless Construction CO. Inc.	
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	1	LS	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00	\$62,273.00	\$62,273.00	\$18,000.00	\$18,000.00
2	Temporary Bypassing	1	LS	\$8,000.00	\$8,000.00	\$18,100.00	\$18,100.00	\$25,000.00	\$25,000.00	\$23,452.00	\$23,452.00	\$155,000.00	\$155,000.00
3	Furnish Submersible Pumps and Appurtenances	1	LS	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00	\$71,520.00
4	Install Submersible Pumps, Piping, and Appurtenances	1	LS	\$51,000.00	\$51,000.00	\$72,480.00	\$72,480.00	\$121,780.00	\$121,780.00	\$115,632.00	\$115,632.00	\$77,000.00	\$77,000.00
5	Concrete Repair	1	LS	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$6,090.00	\$6,090.00	\$15,500.00	\$15,500.00
6	Channel Grating and Supports	1	LS	\$3,500.00	\$3,500.00	\$5,800.00	\$5,800.00	\$12,500.00	\$12,500.00	\$19,866.00	\$19,866.00	\$18,450.00	\$18,450.00
				BASE BID TOTAL:		\$153,520.00		\$249,300.00		\$298,833.00		\$355,470.00	

CONSTRUCTION PLANS FOR
CITY OF GUADALUPE, CALIFORNIA

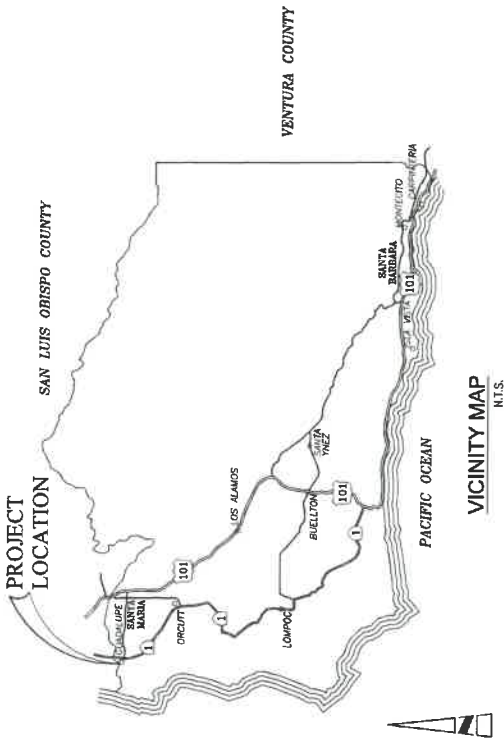
WASTEWATER TREATMENT PLANT INFLUENT PUMP REPLACEMENT PROJECT

AUGUST 2018

PROJECT APPROVALS

Richard Jamar
Public Works Director

Date



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

SHEET INDEX	
SHEET No.	SHEET TITLE
G-001	TITLE SHEET AND SHEET INDEX
G-002	(S) WWTP HYDRAULIC PROFILE
G-003	CONTRACTOR LAYDOWN AREA
C-100	DEMOLITION PLAN AND SECTION
C-101	PUMP REPLACEMENT PLAN AND SECTION
C-102	CONCRETE FOUNDATION REWORKING PLAN
C-103	GRATE REPAIR, CONCRETE REPAIR AND REPLACEMENT GRATING DETAILS
C-104	ELECTRICAL PLAN



OWNER

City of Guadalupe
918 Obispo Street
Guadalupe, CA
Tel. (805) 356-3891
Fax (805) 343-5512

PROJECT
**WWTP INFLUENT PUMP
REPLACEMENT
PROJECT**

REVIEWED BY:

City Engineer

Date



WARREN WILSON, P.E.
P.O. BOX 1884
ARROYO GRANDE, CA 93421 (805) 504-6330

ENGINEER OF RECORD



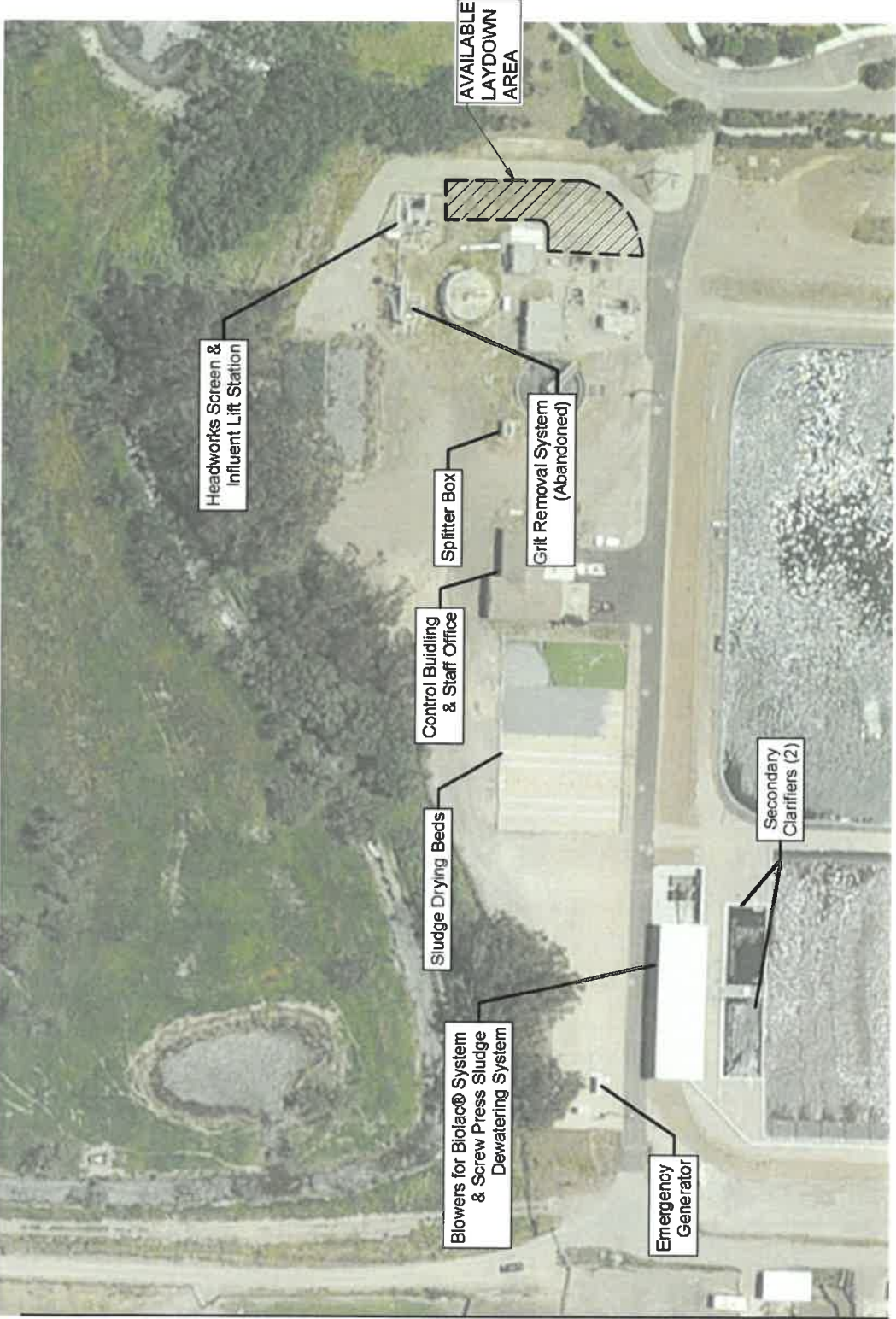
DATE
AUGUST 2018
SHEET

G-001
1 OF 8





Know what's Below.
Call before you dig.



1

CONTRACTOR LAYDOWN AREA
NOT TO SCALE

G-003
SHEET
3 OF 8



Know what's below.
Call before you dig.

CONSTRUCTION NOTES:

1. PLANT FLOW SHALL BE UNINTERRUPTED DURING CONSTRUCTION. BYPASS IS REQUIRED.
2. DISCONNECT MOTOR CABLES FROM (E) PUMP CONTROL PANEL AND REMOVE.
3. PROTECT IN PLACE (E) FLOATS, WIRING AND APPURTENANCES.
4. CLEAN AND PRESSURE WASH WET WELLS AND REMOVE WATER AS REQUIRED TO EXECUTE WORK.
5. MAINTAIN VEHICULAR ACCESS TO ALL AREAS OF THE PLANT.

GENERAL NOTES:

1. ELEVATIONS AND LEVEL SETTINGS SHOWN FOR REFERENCE ONLY.
2. BYPASS PER SPECIFICATION SECTION 015600.

LEGEND:



ITEMS TO BE REMOVED AND DISPOSED OF BY CONTRACTOR



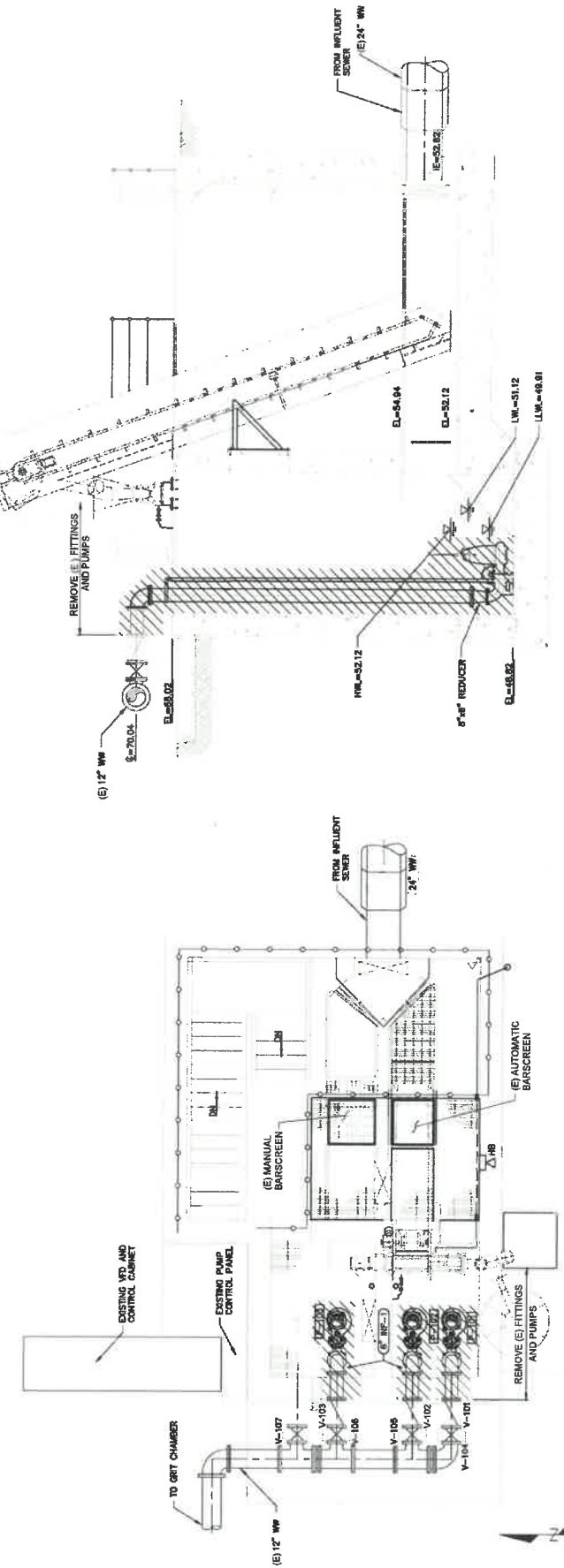
ARROYO GRANDE, CA 93421 (805) 904-6550
mkn
 P.O. BOX 1808
 ARROYO GRANDE, CA 93421



CITY OF GUADALUPE
 WWP INFLUENT PUMP REPLACEMENT PROJECT
 DEMOLITION PLAN AND SECTION

DATE:	11.14.2018
SCALE:	AS SHOWN
PROJECT NO.:	18-012
PROJECT NAME:	WWP INFLUENT PUMP REPLACEMENT PROJECT
PROJECT LOCATION:	1100 N. 1ST STREET, GUADALUPE, CA 93421
PROJECT NO.:	18-012
PROJECT NAME:	WWP INFLUENT PUMP REPLACEMENT PROJECT
PROJECT LOCATION:	1100 N. 1ST STREET, GUADALUPE, CA 93421

C-100
 SHEET 6
 OF 6



HEADWORKS SECTION
SCALE: 3/8" = 1'-0"

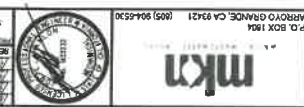
HEADWORKS PLAN VIEW
SCALE: 3/8" = 1'-0"

DATE: 11/14/2018 11:02 AM WWP Influent Pump Replacement Project (C:\projects\18-012\DWG\18-012-006.dwg) PLOT: 11/14/2018 11:02 AM

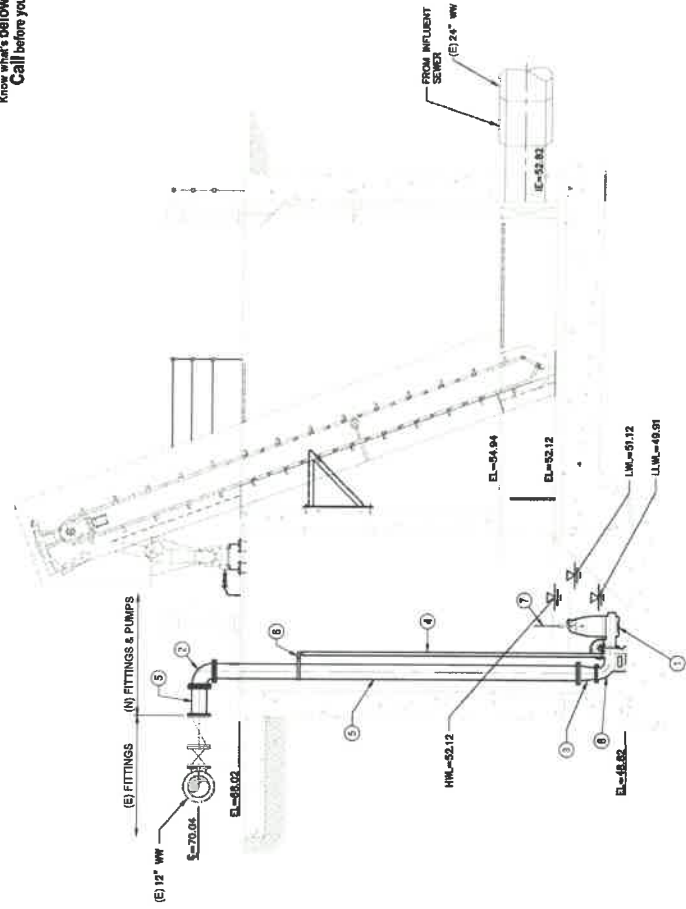


Know what's below.
Call before you dig.

DATE	DESCRIPTION
02/21/17	ISSUE FOR PERMIT
02/21/17	ISSUE FOR PERMIT
02/21/17	ISSUE FOR PERMIT

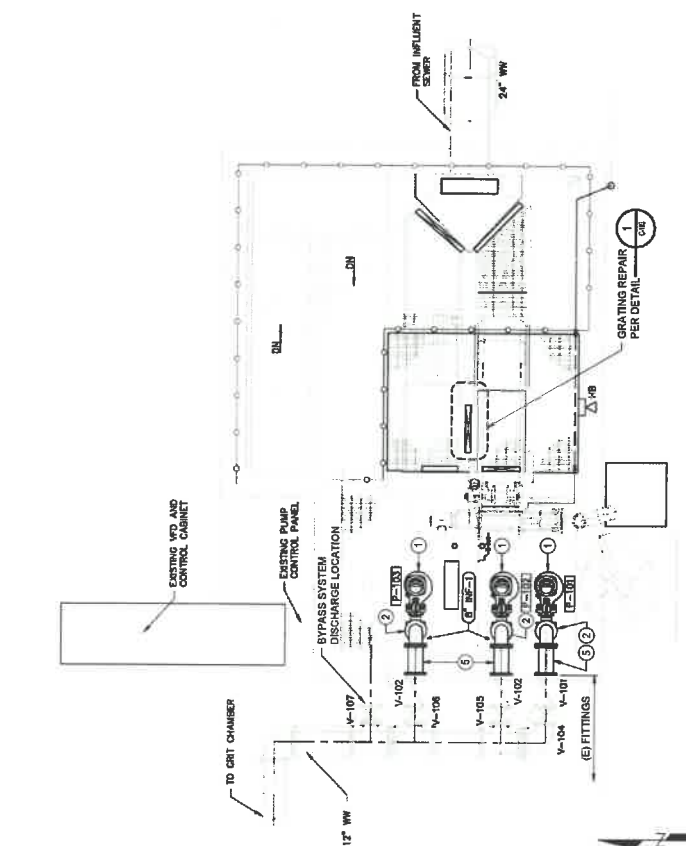


MKN
 1005 904-5530
 1005 904-5530
 1005 904-5530
 1005 904-5530



HEADWORKS PLAN VIEW
SCALE: 3/8" = 1'-0"

- LEGEND:**
- STOP GATE (OPEN)
 - STOP GATE (CLOSED)
 - SLIDE GATE (OPEN)
 - SLIDE GATE (CLOSED)



HEADWORKS SECTION
SCALE: 3/8" = 1'-0"

- GENERAL NOTES:**
- PROTECT IN PLACE (E) INSTRUMENTATION FLOATS, PRESSURE TRANSDUCERS, ETC.)
 - CITY FURNISHED SLIDE GATES MAY NOT PROVIDE WATER TIGHT ISOLATION. SUPPLEMENT WITH OTHER MEANS TO PREVENT WATER FROM ENTERING WORK AREA.
 - SUBMIT BYPASS PLANS AND BYPASS HEADWORKS STRUCTURE PER SPECIFICATION SECTION 330134.

- MATERIALS LIST**
- SUBMERSIBLE PUMPS
 - 8" 90° D.I. ELBOW, FLS&FLG
 - 6" 90° D.I. REDUCER, FLS&FLG
 - 316 STAINLESS STEEL GUIDE RAILS SYSTEM, SIZE PER PUMP MANUFACTURERS RECOMMENDATION
 - 3/2" D.I. SPOOL, FLS&FLG
 - GUIDE RAIL SYSTEM BRACKET ATTACHMENT
 - 316 STAINLESS STEEL LIFTING CHAIN SYSTEM PER PUMP MANUFACTURERS RECOMMENDATION
 - DISCHARGE AND INSTALL NEW PUMP AND PUMP MOTOR. ALL PUMPS SHALL BE EPOXY-SET 316 STAINLESS STEEL, AND PER PUMP MANUFACTURERS RECOMMENDATION

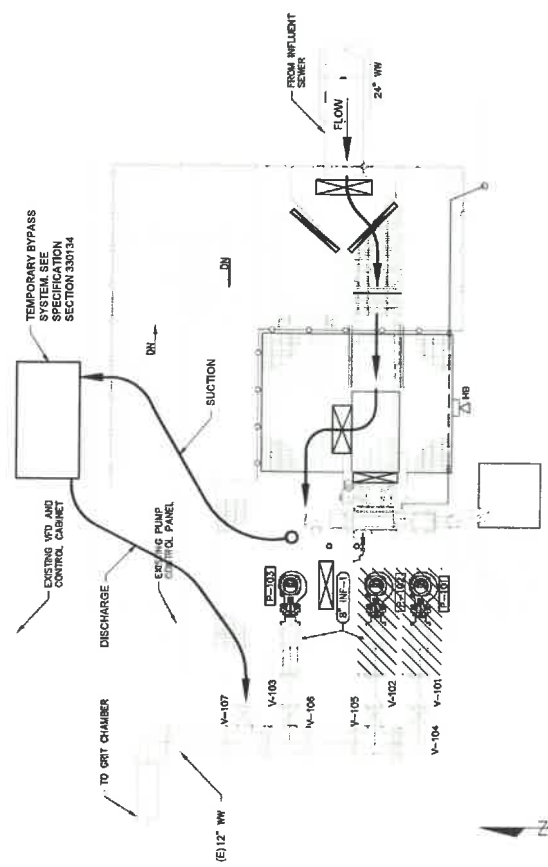


Know what's below.
Call before you dig.

- NOTES:**
- CITY PROVIDED STOP GATES MAY NOT PROVIDE WATER TIGHT ISOLATION. SUPPLEMENT WITH SANDBAGS OR OTHER TEMP ORARY MEANS TO PREVENT WATER FROM ENTERING WORK AREA.
 - SUBMIT BYPASS PLAN PER SPECIFICATION SECTION 018000.
 - AUTOMATIC BAR SCREEN SHALL REMAIN IN CONTINUOUS OPERATION DURING CONSTRUCTION.

LEGEND:

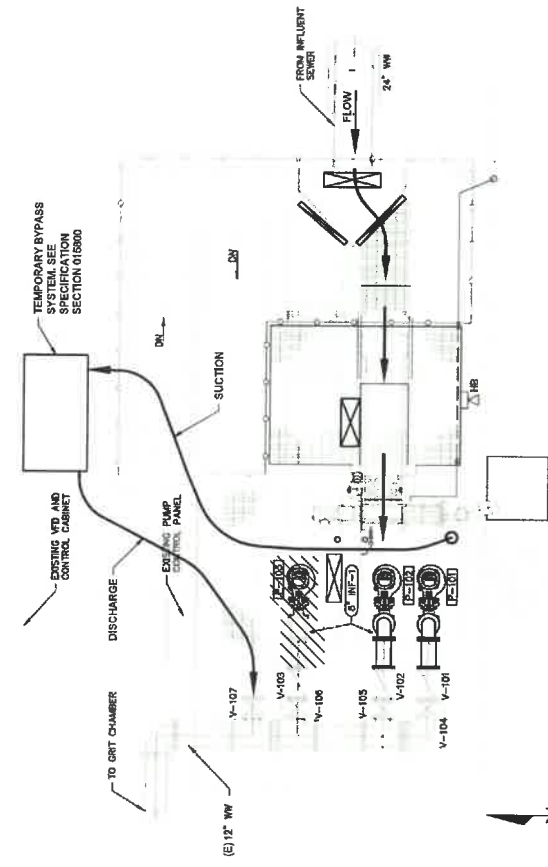
- [Symbol: Box with 'X'] STOP GATE (CLOSED)
- [Symbol: Box with diagonal lines] ITEMS TO BE REMOVED AND DISPOSED OF BY CONTRACTOR



PLAN VIEW

NOT TO SCALE

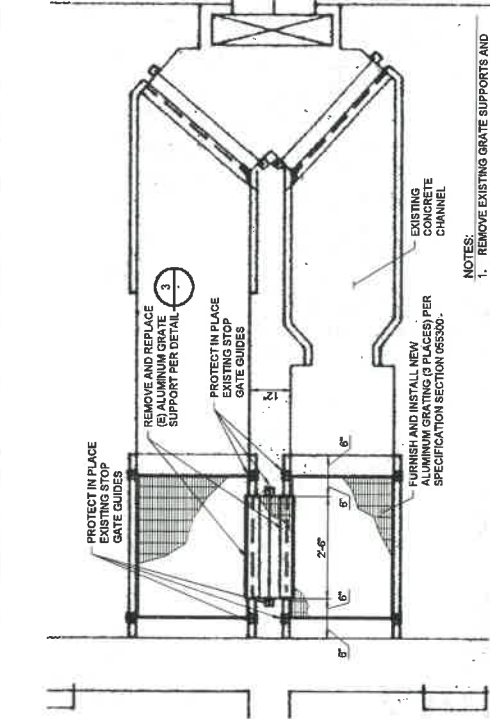
- STAGE 1:**
- ISOLATE AND CLEAN SOUTHERN WET WELL
 - REMOVE PUMPS AND ASSOCIATED PIPING FOR P-101 & P-102
 - FURNISH AND INSTALL TWO (2) NEW PUMPS (P-101 AND P-102) AND APPURTENANCES IN SOUTHERN WET WELL
 - MAINTAIN FLOWS USING P-105 AND/OR TEMPORARY BYPASS SYSTEM DURING CONSTRUCTION
 - P-103 CAN BE UTILIZED DURING CONSTRUCTION FOR CONTRACTOR'S CONVENIENCE. CAPACITY OF BYPASS PUMP SYSTEM SHALL NOT RELY ON P-103 TO BYPASS MAXIMUM FLOWS.



PLAN VIEW

NOT TO SCALE

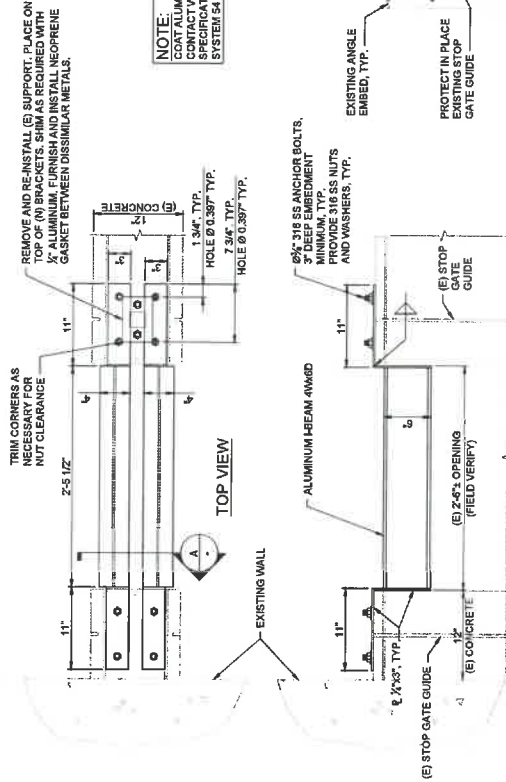
- STAGE 2:**
- AFTER CONFIRMATION OF FUNCTIONALITY OF P-101 & P-102, ISOLATE AND CLEAN NORTHERN WET WELL
 - MAINTAIN FUNCTIONING BYPASS PUMP SYSTEM (ON STANDBY) UNTIL COMPLETION PER SPECIFICATION SECTION 018000
 - REMOVE P-103 AND ASSOCIATED PIPING
 - FURNISH AND INSTALL NEW PUMP (P-103) AND APPURTENANCES IN NORTHERN WET WELL
 - SECOND (REDUNDANT) TEMPORARY PUMP SYSTEM IS NOT REQUIRED DURING STAGE 2. MAINTAIN AT LEAST ONE AUTOMATICALLY FUNCTIONING TEMPORARY BACKUP PUMPING SYSTEM ONLINE FOR THE DURATION OF THE PROJECT



NOTES:
 1. REMOVE EXISTING GRATE SUPPORTS AND ANCHOR BOLTS (8 PLACES). REMOVE BOLTS ENTIRELY AND PATCH HOLES WITH POLYMER MODIFIED MORTAR PER SPECIFICATION SECTION 030730.

FLOOR PLAN
 NOT TO SCALE

GRATE REPAIR PLAN
 NOT TO SCALE

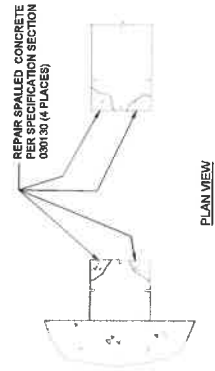


SIDE VIEW

GRATE SUPPORT BRACKET DETAIL
 SCALE: 1/4" = 1'-0"

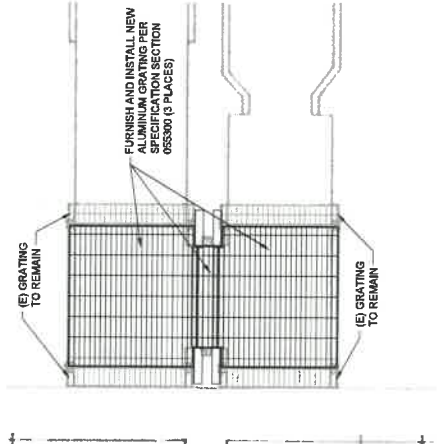
NOTE:
 COAT ALUMINUM SURFACES IN CONTACT WITH CONCRETE PER SPECIFICATION SECTION 099000, SYSTEM 54 BEFORE INSTALLATION.

SECTION A



PLAN VIEW

CONCRETE REPAIR DETAIL
 NOT TO SCALE



REPLACEMENT GRATING DETAIL
 NOT TO SCALE



NO.	DATE	DESCRIPTION	BY	CHKD



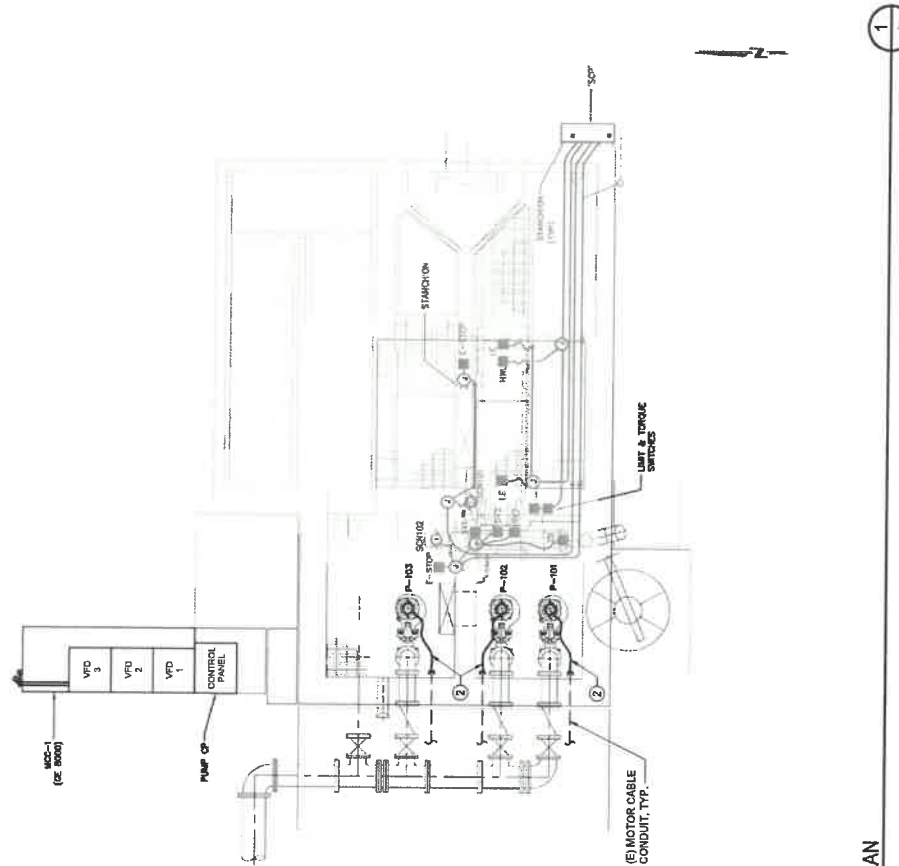
ELECTRICAL PLAN

CITY OF GUADALUPE
WTP INFLUENT PUMP REPLACEMENT PROJECT

DESIGNED BY	
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	

C-104
SHEET
8 OF 8

- CONSTRUCTION NOTES**
- ① AREA BELOW GRADE IS A CLASS 1, DIVISION 1 LOCATION. AREA 18" ABOVE GRADE WITHIN 2' ABOVE AND BEYOND PIT AND METWELL IS A CLASS 1, DIVISION 2 LOCATION.
 - ② REMOVE EXISTING PUMP CABLES. ROUTE NEW MOTOR CABLES TO (E) PUMP CONTROL PANEL AND INSTALL TO FULLY FUNCTIONING CONDITION.
 - ③ FURNISH AND INSTALL CONDUIT SEALS WHERE TRANSITIONING FROM CLASSIFIED TO A NON-CLASSIFIED LOCATION PER REQUIREMENTS OF NFPA 70.
 - ④ PROTECT IN PLACE EXISTING INSTRUMENTATION, FLOATS, TRANSDUCERS, ETC.
 - ⑤ FURNISH AND INSTALL NEW 3/16 SS CABLE WITH 3/16 SS CABLE ENDS AND 3/16 SS CABLE HELIUMS GRIP OR APPROVED EQUAL.



SITE PLAN
NOT TO SCALE

2025.07.04.00 Model: Electrical - WTP Influent Pump Replacement - City of Guadalupe - 2025.07.04.00
 2025.07.04.00 Model: Electrical - WTP Influent Pump Replacement - City of Guadalupe - 2025.07.04.00

REPORT TO THE CITY COUNCIL
November 13, 2018



Prepared by:
Jake Raper, Contract City Planner



Approved by:
Cruz Ramos, City Administrator

SUBJECT: Resolution No. 2018-66 approving application PA#2018-138DR – Minor Design Review – 935 Guadalupe Street, Remodel Front Entrance, Remodel Façade Face of Building, and Creation of Outside Eating Area as Illustrated in Exhibit A and adoption of a related CEQA exemption findings pursuant to the California Environmental Quality Act.

EXECUTIVE SUMMARY:

Section 18.73.010 (A) mandates that any development in the City's Central Business District and properties with frontage along Guadalupe Street that the development is subject to the approval of a Design Review Permit. City Staff determined that the proposed remodel is subject to a Minor Design Review Permit under Section 18.73.020. With this determination, the City Council is required to conduct a hearing but mailed notices to the adjacent properties within 300 feet are not required. Pursuant to Guadalupe Municipal Code section 18.73.070, the only required notice is posting of at least one notice of the pending Design Review Permit application in a publicly accessible location on the site of the proposed development, with such notice maintained on site until the day after the hearing.

The proposed remodel and renovation of the exterior façade is illustrated on Exhibit A DRC Submittal Set for 935 Guadalupe Street.

Plate	Description	Notes by Staff
1	Perspective of 935 Guadalupe with adjacent store front.	The perspective illustrates that the existing white bricks will be cleaned and keep its current appearance. A horizontal row of windows is proposed and the establishment of a new outdoor eating area.
2	Vicinity Map	The vicinity map locates the project site, 935 Guadalupe Street, APN115-071-005, and notes the Assessor Parcel Numbers of the adjacent sites.
3	Existing Site Plan	The existing site plan identifies the existing building as having 3,958 square feet.

4	Floor Plan Coffee Shop	The floor plan illustrates the new outdoor eating area with covered patio bar, condiment area, dining tables, new double door entryway, a new overhead door, and a metal screening placed between the sidewalk and new eating area.
5	Exterior Elevation	Materials are described as shown on the color samples and descriptions
6	Partial Cross Section	This provides a cross section of the proposed interior remodel and the new outdoor eating area. The materials are illustrated and described on the color palate
7 and 8	Perspective	This shows the existing and proposed remodel of the façade. The remodel carries the horizontal features of the existing building and the adjacent building.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Resolution approving application PA#2018-138DR – Minor Design Review – 935 Guadalupe Street, Remodel Front Entrance, Remodel Façade Face of Building, and Creation of Outside Eating Area as Illustrated in Exhibit A and Adoption of a related CEQA exemption findings pursuant to the California Environmental Quality Act.

FISCAL IMPACT:

No anticipated cost associated with the project. The application fee as adopted by the City Council off sets costs associated with the processing of the minor design review application.

ENVIRONMENTAL REVIEW:

The proposed minor design review PA2018-138DR for 935 Guadalupe Street constitute a project under the California Environmental Quality Act (CEQA). The City Planner researched the Public Resources Code and CEQA Guidelines and found the project falls within the definition and criteria to be exempt from CEQA. This determination and recommendation is based upon the CEQA Guidelines, Section 15061(b) (3) and finds that there is no possibility that the activities in question may have a significant effect on the environment and is, therefore, exempt from CEQA, for the following reasons:

- The Minor Design Review for 935 Guadalupe Street will not have a significant effect or physical change to the environment, because it will not physical expand existing structures nor increase occupancy of the existing building.

BACKGROUND:

Chapter 18.73 Design Review establishes the processing, submittal requirements and public noticing requirements for new development within the City of Guadalupe. The submitted application, as noted by Staff, was determined to be a Minor Design Review

per the ordinance. The public notice required for a Minor Review Application is the posting of at least one notice of the pending Design Review Permit application in a publicly accessible location on the site of the proposed development maintained until one day after the hearing on the Design Review Permit. This posting requirement has been met.

ATTACHMENT:

1. Resolution approving application PA#2018-138DR – Minor Design Review – 935 Guadalupe Street, Remodel Front Entrance, Remodel Façade Face of Building, and Creation of Outside Eating Area as Illustrated in Exhibit A and Adoption of a related CEQA exemption findings pursuant to the California Environmental Quality Act. Resolution No. 2018-66.

RESOLUTION NO. 2018-66

Resolution approving application PA#2018-138DR – Minor Design Review – 935 Guadalupe Street, Remodel Front Entrance, Remodel Façade Face of Building, and Creation of Outside Eating Area as Illustrated in Exhibit A and adoption of a related CEQA exemption findings pursuant to the California Environmental Quality Act.

WHEREAS, Larry Gabriel, Architect, (the “Applicant”) submitted on September 19, 2018, an application to the City of Guadalupe for a Minor Design Review for 935 Guadalupe Street for Façade Renovation; and

WHEREAS, the project site is located at 935 Guadalupe Street, (APN 115-017-005), in the City of Guadalupe; and

WHEREAS, the City Council held a duly-noticed public hearing on November 13, 2018; and

WHEREAS, in accordance with Section 18.73.070 (B) the site was posted notifying any and all that the City Council hearing date was set for November 13, 2018 and said posting did remain on the site for ten (10) days prior to the hearing; and

WHEREAS, the City Council finds that the Minor Design Review for 935 Guadalupe Street is consistent with the City’s General Plan, the provisions of Title 18 (Zoning Code) of the Guadalupe Municipal Code, Chapter 18.73 Design Review; and

WHEREAS, the City Council adopts the Notice of Exemption as the appropriate environmental document for said Minor Design Review Permit application.

NOW THEREFORE BE IT RESOLVED the City Council of the City of Guadalupe hereby finds and adopts the following findings:

1. The City Council of the City of Guadalupe finds that the above recitals are true and correct.
2. The public hearing date was duly noticed in accordance with local and state requirements.
3. The City Council conducted a public hearing on November 13, 2018 providing an opportunity for all interested persons to give testimony and the City Council duly considered all relevant testimony.
4. The City Council adopts the Notice of Exemption as the appropriate environmental document for said project.
5. The City Council approves the Minor Design Review Permit for 935 Guadalupe Street,

application no. PA2018-138DR as illustrated on Exhibit A of this resolution.

PASSED AND ADOPTED this 13th day of November, 2018 on motion of Councilmember _____, seconded by Councilmember _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF GUADALUPE

ATTEST:

John Lizalde, Mayor

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

EXHIBIT A
DRC SUBMITTAL SET FOR 935 GUADALUPE STREET DATED AUGUST 31, 2018

DRC SUBMITTAL SET FOR

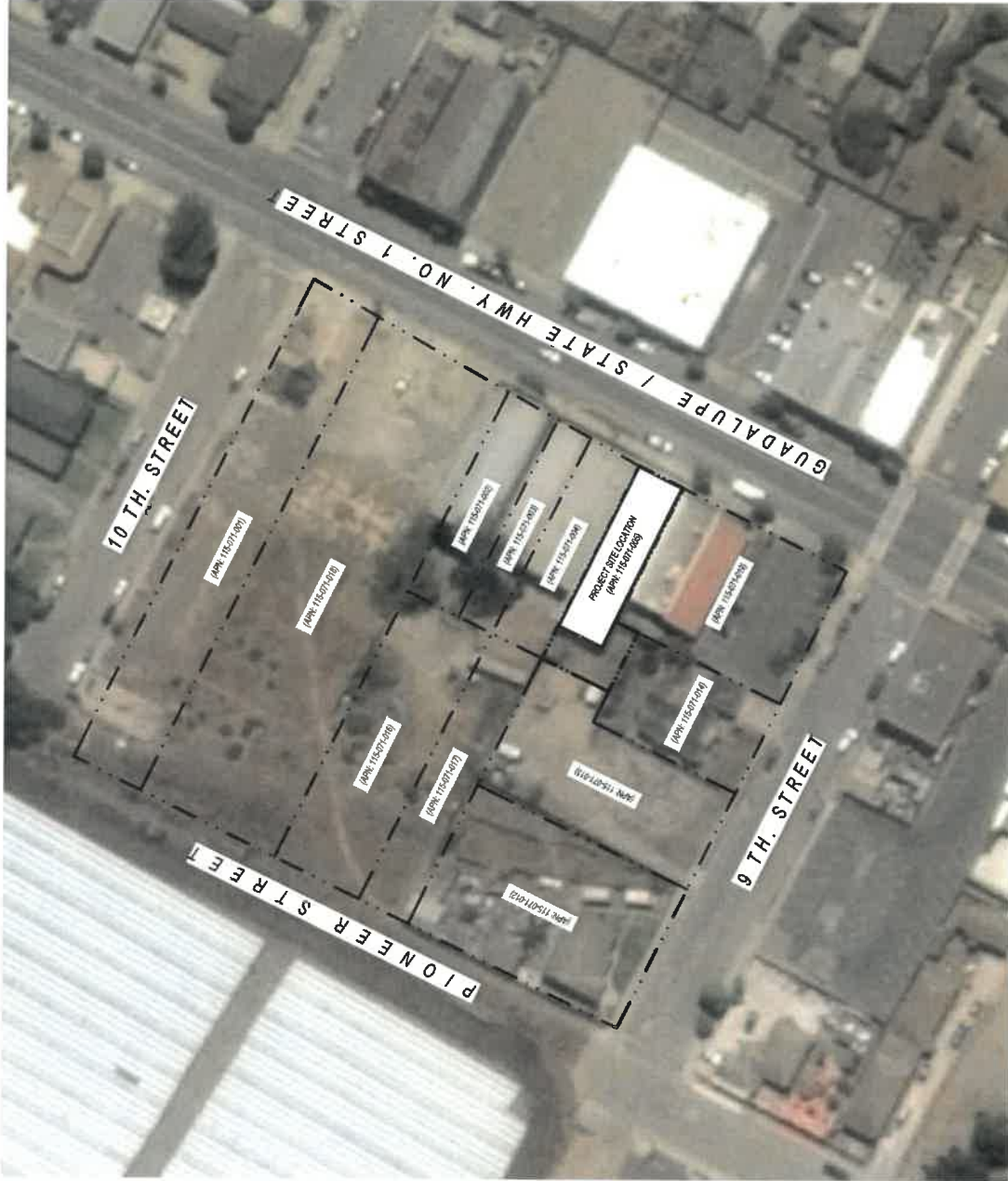


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ARCHITECT
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LARRYGABRIEL.COM

935 GUADALUPE ST. RENOVATION
935 GUADALUPE STREET / GUADALUPE, CA 93434

UPDATED: AUGUST 31, 2018

VINCINITY MAP **2**



SCALE: NTS

PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

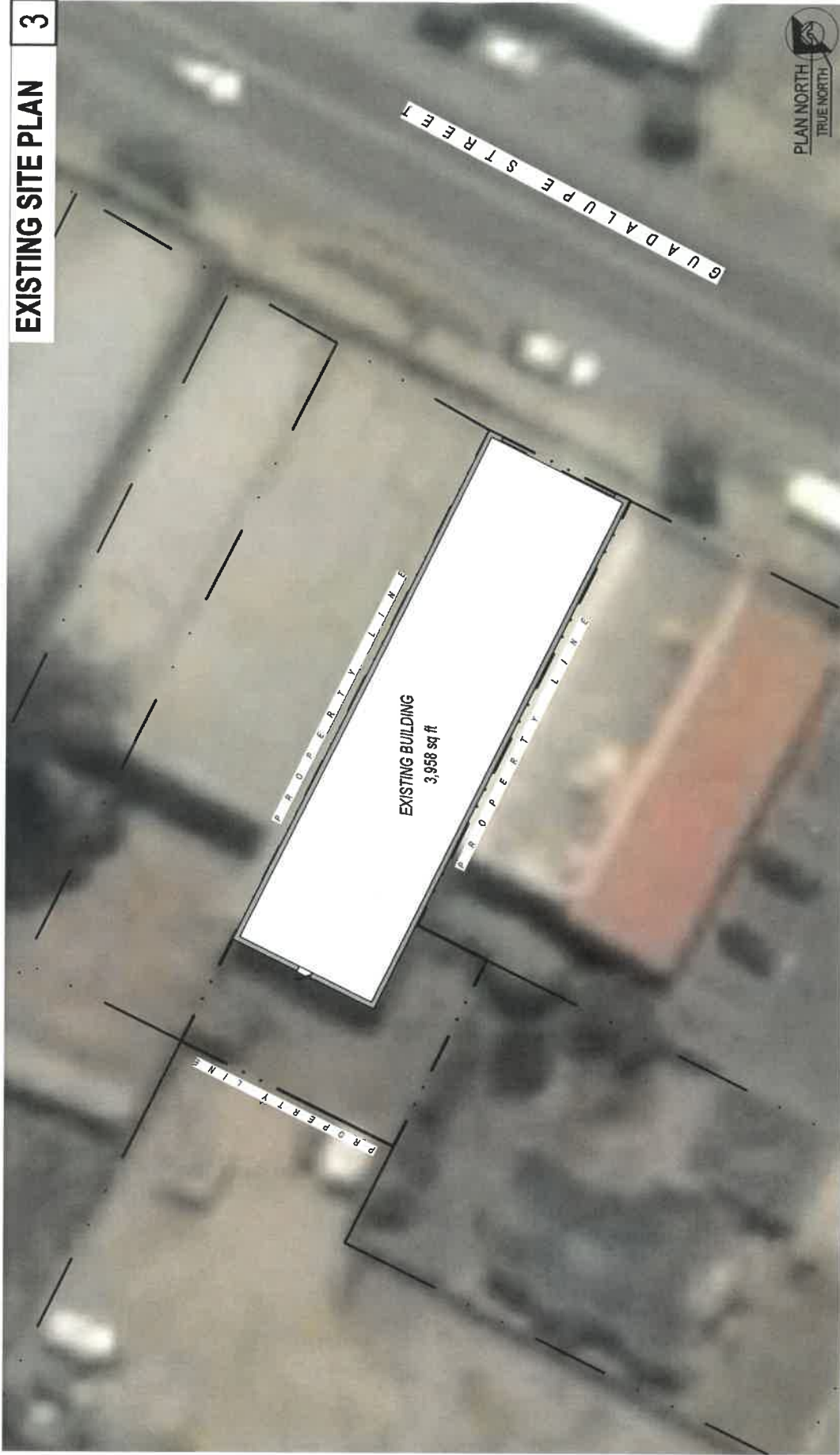
08-31-2018



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EXISTING SITE PLAN

3



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PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

08-31-2018



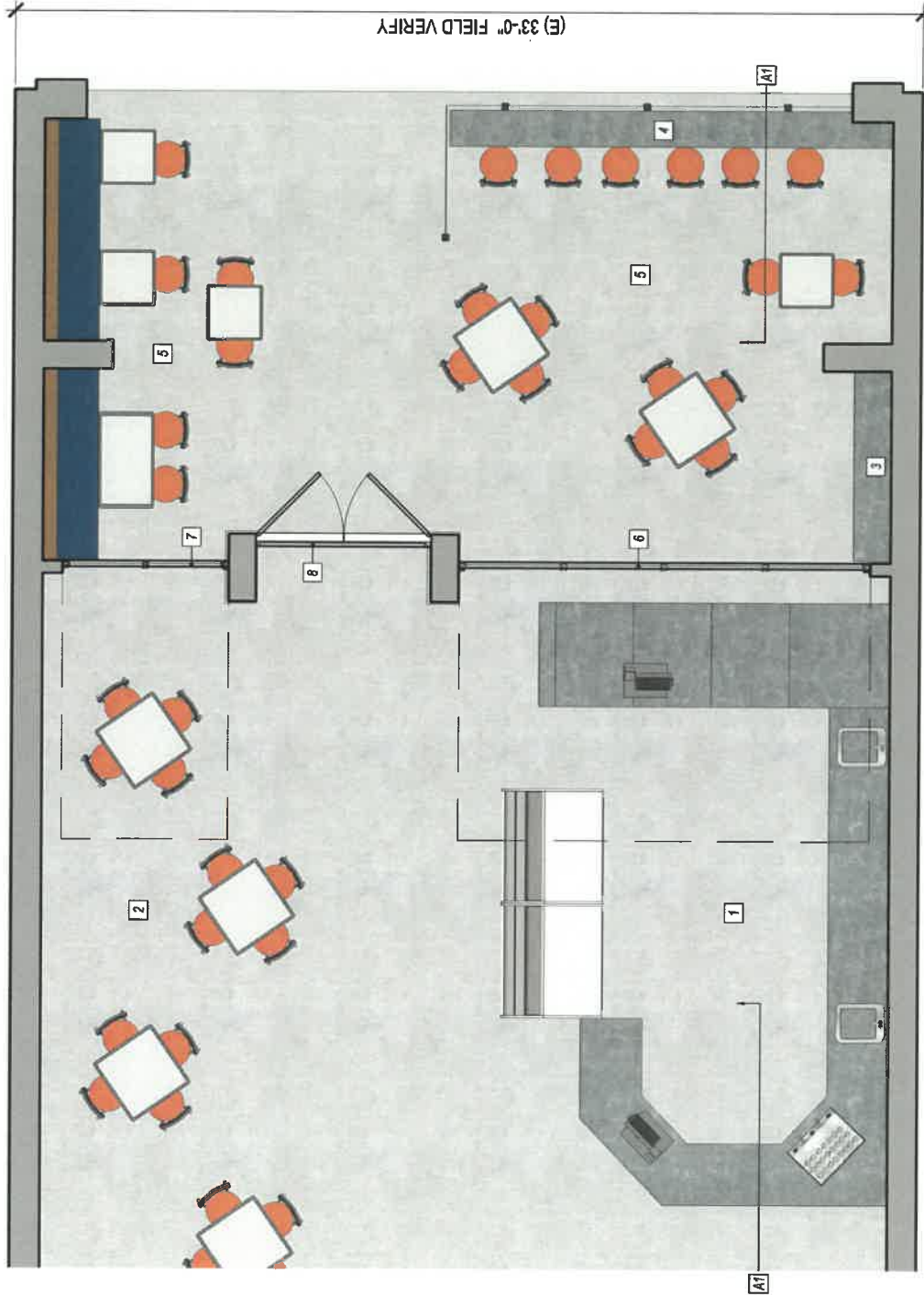
FLOOR PLAN COFFEE SHOP 4

PLAN LEGEND:

- 1 SERVICE AREA
- 2 INDOOR DINING
- 3 CONDIMENTS AREA
- 4 COVERED PATIO BAR
- 5 COVERED PATIO DINING
- 6 15'-0" x 10'-0" O.H. DOOR
- 7 6'-0" x 10'-0" O.H. DOOR
- 8 EXIT / ENTRY

BUILDING SIGNAGE KEY

- S1 SIGNAGE APPROVAL DEFERRED
- 1 SF OF SIGNAGE AREA ALLOWED PER 1 LF OF BUILDING FRONTAGE ALONG PRIMARY STREET



PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

08-31-2018

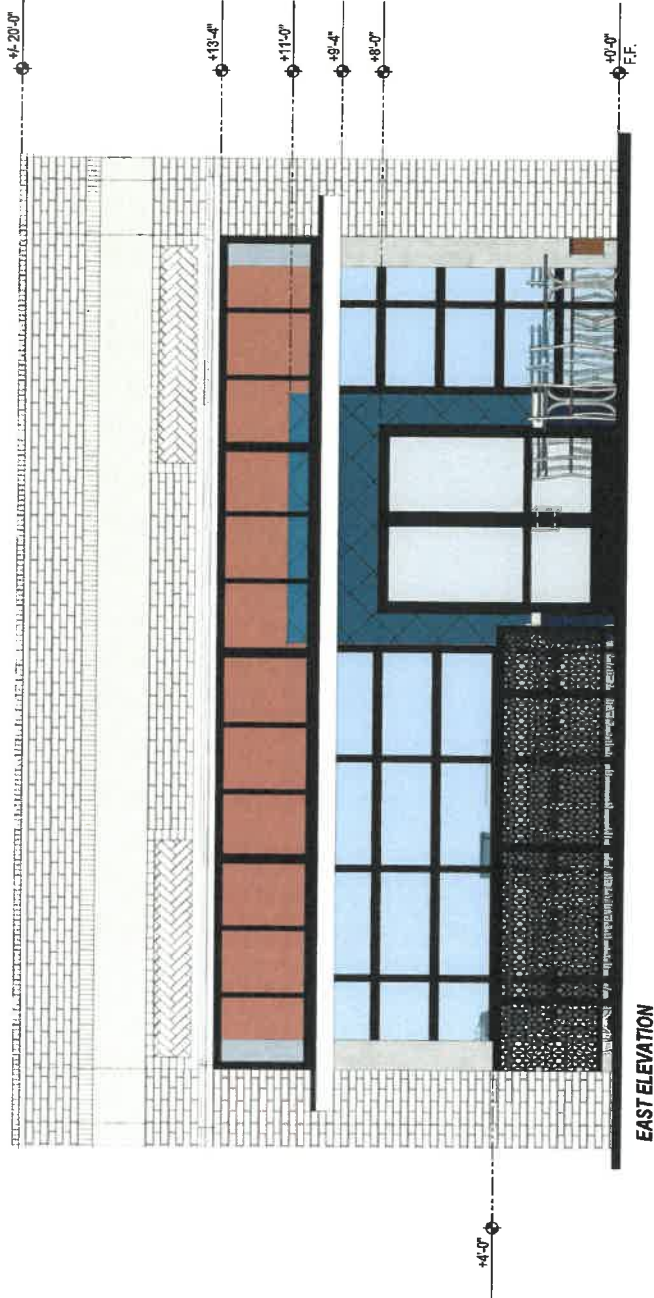


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EXTERIOR ELEVATION 5

MATERIALS:

- (E) BRICK
WHITE PAINT
- TILE
"COBALT BLUE"
- PLASTER
SHERWIN-WILLIAMS
SW 6628 "ROBUST ORANGE"
- PLASTER
SHERWIN-WILLIAMS
SW 6531 "INDIGO"
- PERFORATED METAL
McNICHOLS CO.
- HORMANN O.H. DOOR
ALUMINUM "DARK BRONZE"



EAST ELEVATION



PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

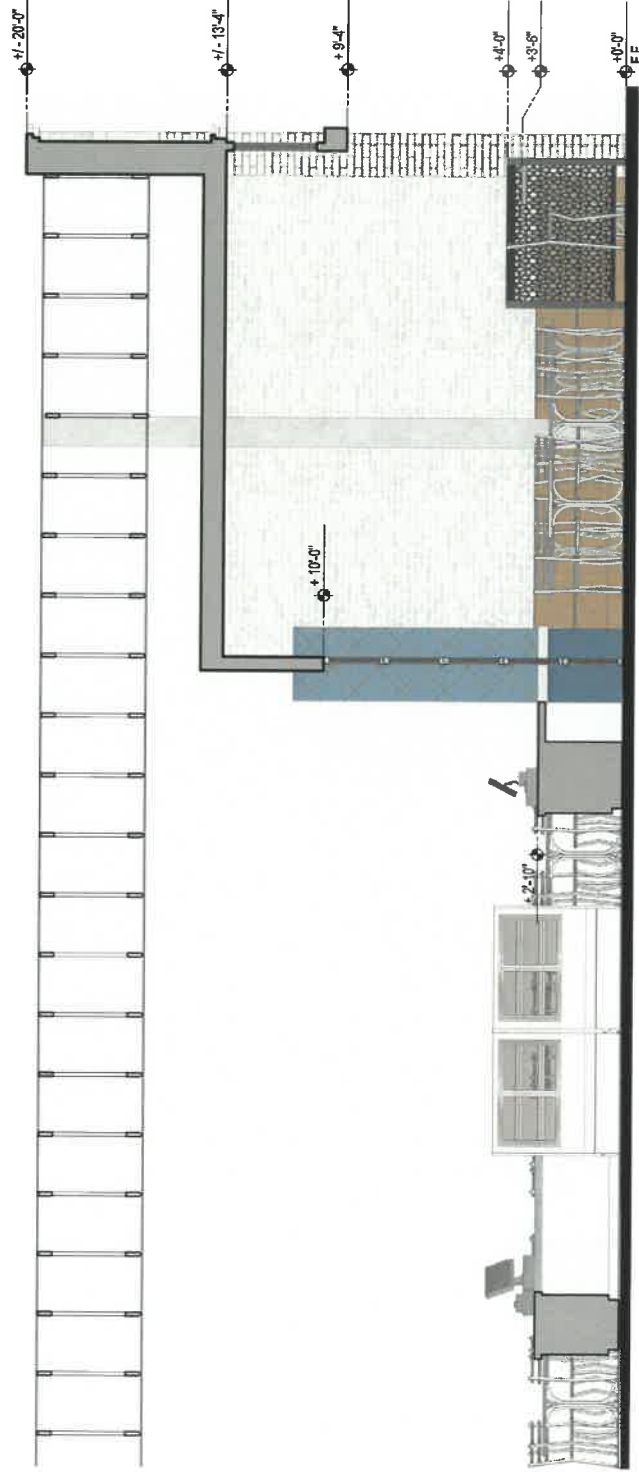
08-31-2018

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PARTIAL SECTION 6

MATERIALS:

- (E) BRICK
WHITE PAINT
- TILE
"COBALT BLUE"
- PLASTER
SHERWIN-WILLIAMS
SW 6628 "ROBUST ORANGE"
- PLASTER
SHERWIN-WILLIAMS
SW 6531 "INDIGO"
- PERFORATED METAL
McNICHOLS CO.
- HORMANN O.H. DOOR
ALUMINUM "DARK BRONZE"



SECTION A1-A1



PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

08-31-2018



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PERSPECTIVE 7



EXISTING



PROPOSED

PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

08-31-2018



EXISTING



PROPOSED

PROPOSED RENOVATION

935 GUADALUPE STREET, GUADALUPE, CA 93434

08-31-2018

9a.

**REPORT TO THE CITY COUNCIL
November 13, 2018**

151

Prepared by:
Larry Appel, Contract City Planner

Cruz Ramos

Approved by:
Cruz Ramos, City Administrator

SUBJECT: FIRST READING OF ORDINANCE NO. 2018-476 TO CONSIDER AMENDMENTS TO TITLE 12, OF THE GUADALUPE MUNICIPAL CODE (ZONING ORDINANCE) AS FOLLOWS: REPEALING AND REPLACING CHAPTER 18.04 (GENERAL PROVISIONS); AMENDING CHAPTERS 18.12 (ADMINISTRATION); 18.20 (R-1); 18.21 (R-1 SP); 18.24 (R-1-M); 18.37 (GENERAL STANDARDS FOR COMMERCIAL AND LIGHT INDUSTRIAL); 18.44 (GENERAL INDUSTRIAL); AND ADDING CHAPTER 18.49 (PUBLIC FACILITIES AND INSTITUTIONAL)

EXECUTIVE SUMMARY:

Each section of the amended and new portions of Ordinance No. 2018-476 was presented to the City Council on September 11, 2018, when the Council introduced the ordinance on a first reading and continued it to the meeting of October 9, 2018, for second reading and adoption. After the agenda and staff reports for the October 9th meeting were prepared, a letter from an attorney was received alleging that one of the proposed changes was illegal under California law. While staff did not agree with the attorney's contention, staff concluded that further review was warranted, and therefore, at the October 9th meeting, recommended that the Council continue the second reading to the November 13th meeting. Staff has not completed its review of the challenged provisions, but decided to withdraw them from the proposed ordinance rather than delay the remaining portions of the proposed ordinance. Because the original version of the ordinance has changed since it was introduced on September 11th, it will be necessary for the City Council to re-introduce Ordinance No. 2018-476 as revised and conduct a first reading, and then continue the item to the December 11, 2018, meeting for second reading and adoption.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Introduce for a first reading, and continue to the meeting of December 11, 2018, for second reading and adoption, Ordinance No. 2018-476 repealing and replacing Chapter 18.04, amending Chapters 18.12, 18.20, 18.21, 18.24, 18.37, 18.44, and adding Chapter 18.49.

FISCAL IMPACT:

None.

BACKGROUND:

Ordinance No. 2018-476 was introduced for first reading at the September 11, 2018, City Council meeting, and continued to the Council's meeting of October 9, 2018, for second reading and adoption. Two of the proposed amendments (Guadalupe Municipal Code sections 18.28.030 and 18.32.030) added a requirement that a group dwelling in the R-2 or R-3 residential zone could have no more than one (1) person per 500 square feet of land. This provision is already included in other sections of the GMC and staff was attempting to make its use consistent for all residential zoning districts. However, after the agenda and staff reports for the October 9th meeting were prepared, a letter from an attorney was received by the City alleging that the one (1) person per 500 square feet requirement was illegal under California law. Although staff did not agree with the attorney's conclusion, staff concluded that further review of the attorney's analysis was required, and therefore, at the October 9th meeting, recommended that the second reading be continued to the November 13, 2018, meeting. The Council did so.

Staff has not completed its further review and consideration of these two proposed amendments, but rather than delay adoption of the remaining portions of the proposed ordinance, staff has decided to withdraw the one (1) person per 500 square feet amendment to GMC sections 18.28.030 and 18.32.030 for the time being.

Because the proposed ordinance has been changed since it was originally introduced at the meeting of September 11, 2018, Ordinance No. 2018-476 as revised must be re-introduced for another first reading. Because this item was continued to this meeting from a publicly noticed meeting, no additional public notice was required.

ENVIRONMENTAL REVIEW:

This ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA Guidelines, and has been found to be exempt pursuant to Section 15306 of the CEQA Guidelines (information collection) because it does not have the potential to create a physical environmental effect.

ATTACHMENT:

1. Ordinance No. 2018-476.

ORDINANCE NO. 2018-476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, REPEALING, AMENDING AND/OR ADDING TO TITLE 12, OF THE GUADALUPE MUNICIPAL CODE (ZONING ORDINANCE) AS FOLLOWS: REPEAL AND REPLACE CHAPTER 18.04 (GENERAL PROVISIONS); AMEND CHAPTERS 18.12 (ADMINISTRATION); 18.20 (R-1); 18.21 (R-1 SP); 18.24 (R-1-M); 18.28 (R-2); 18.32 (R-3); 18.37 (GENERAL STANDARDS FOR COMMERCIAL AND LIGHT INDUSTRIAL); 18.44 (GENERAL INDUSTRIAL); AND ADD CHAPTER 18.49 (PUBLIC FACILITIES AND INSTITUTIONAL)

The City Council of the City of Guadalupe, State of California, does ordain as follows:

WHEREAS, the State Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the General Plan and implementation of the Plan through the administration of the zoning ordinance among other documents (Government Code Sec. 65103 (b)); and

WHEREAS, the City Council recognizes that the City's zoning ordinance was adopted in February 1980, over 38 years ago, and that except for several amendments and additions over the past few years, many sections of the ordinance are outdated, internally inconsistent, and do not reflect mandatory State regulations that have been enacted over the years; and

WHEREAS, staff is systematically reviewing and amending the zoning ordinance to ensure that the final version reflects the desire of City Council to provide the most accurate document to describe and regulate development within the City; and

WHEREAS, public notice pursuant to Government Code section 65090 was given on August 31, 2018; and

WHEREAS, a public hearing on Ordinance No. 2018-476 was held at the City Council's meeting on September 11, 2018, at which time the ordinance was introduced on a first reading and continued to the City Council's October 9, 2018 meeting for second reading and adoption; and

WHEREAS, written objections to several portions of Ordinance No 2018-476 were received by the City, and verbal objections to these and other portions of the proposed ordinance were made at the City Council's meeting on October 9, 2018, and at the request of City staff, the City Council continued the second reading of Ordinance No. 2018-476 to the City Council's meeting on November 13, 2018; and

WHEREAS, in light of these objections, staff has decided to recommend that the City Council delay consideration of several portions of the proposed ordinance until a future time so that the remaining portions of Ordinance No. 2018-476 can be adopted by the City Council; and

WHEREAS, because Ordinance No. 2018-476 has been changed since it was introduced on a first reading by the City Council on September 11, 2018, the ordinance cannot be adopted on second reading at this time and instead must be introduced on a first reading.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUADALUPE

SECTION 1. Chapter 18.04 of the Guadalupe Municipal Code regarding General Provisions is hereby repealed and replaced to read as follows:

Chapter 18.04 GENERAL PROVISIONS

18.04.010 Provisions adopted – Statutory authority.

A substantially revised ordinance of the City, establishing regulations for the use of land and entitled "Zoning Ordinance," is adopted by the City Council. The regulations within this Zoning Ordinance are enacted based on the authority vested in the City of Guadalupe by the State of California, including: the California Constitution; the Planning and Zoning Law (Government Code Section 65000 et seq.); the California Coastal Act (Public Resources Code Section 30000 et seq.); the Subdivision Map Act (Government Code Section 66410 et seq.); and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.)

18.04.020 - Purpose of Zoning Ordinance.

The City of Guadalupe Municipal Zoning Ordinance, hereafter referred to as the "Zoning Ordinance," constitutes a portion of Chapter 18 of the City of Guadalupe Municipal Code. This Zoning Ordinance carries out the policies of the City of Guadalupe General Plan by classifying and regulating the uses of land and structures within the City, consistent with the General Plan. The purpose of this Zoning Ordinance is to protect and to promote the public health, safety, comfort, convenience, prosperity, and general welfare of residents, and businesses in the City. More specifically, the purposes of this Zoning Ordinance are to:

- A. Provide standards and guidelines for the continuing orderly growth and development of the City that will assist in protecting the character and stability (social and economic) of agricultural, residential, commercial and industrial uses, as well as the character and identity of communities within the City;
- B. Create a comprehensive and stable pattern of land uses upon which to plan transportation, water supply, sewerage, energy, and other public facilities and utilities;
- C. Encourage the most appropriate uses of land in order to prevent overcrowding of land and avoid undue concentration of population, and maintain and protect the value of property; and
- D. Ensure compatibility between different types of development and land uses.

18.04.030 - Responsibility for Administration

A. Responsible bodies and individuals. This Zoning Ordinance shall be administered by:

- 1. The Guadalupe City Council, hereafter referred to as the "Council;"
- 2. The Planning Director of the Planning Department, hereafter referred to as the "Planning Director;" and
- 3. The Planning Department, hereafter referred to as the "Department or designee."

B. Responsibility and authority of Planning Director. Whenever this Chapter refers to the Department, it is expressly understood that the Department staff are acting under the direction and control

of the Planning Director and that they report directly and act as the designee to the Planning Director, or in the absence of a Planning Director, the City Administrator rather than the City Council.

18.04.040 - Applicability of the Zoning Ordinance.

This Zoning Ordinance applies to all land uses, subdivisions, and development within the City of Guadalupe as follows.

A. New land uses or structures, changes to land uses or structures. It shall be unlawful, and a violation of this Zoning Ordinance for any person to establish, construct, reconstruct, alter, or replace any use of land or structure, except in compliance with the requirements of Section 18.12.010 (Zoning Clearance requirements) and Chapter 18.68 (Nonconforming Uses and Structures). No Building Permit, Grading Permit, or Zoning Clearance shall be issued by the Department unless the proposed construction complies with all applicable provisions of this Zoning Ordinance and is consistent with applicable provisions of the General Plan.

B. Subdivisions. Any subdivision of land proposed within the City after the effective date of this Zoning Ordinance shall be consistent with the minimum lot area and width requirements of Chapter 18.52 (Design and Development Requirements) unless a reduction is allowed in compliance with Section 18.72.060 (Variances), the City's subdivision regulations (Guadalupe Municipal Code, Chapter 17) and all other applicable requirements of this Zoning Ordinance.

C. Continuation of an existing land use. An existing land use is lawful and not in violation of this Zoning Ordinance only when operated and maintained in compliance with all applicable provisions of this Zoning Ordinance, including Chapter 18.68 (Nonconforming Uses and Structures). However, the requirements of this Zoning Ordinance are not retroactive in their effect on a land use that was lawfully established before the effective date of this Zoning Ordinance or any applicable Amendment, except as otherwise provided by Chapter 18.68 (Nonconforming Uses and Structures).

D. Effect of Zoning Ordinance changes on projects in progress. A project that is under construction on the effective date of this Zoning Ordinance or any Amendment, need not be changed to satisfy any new or different requirements of this Zoning Ordinance, provided that the construction, i.e., the placing of construction materials in permanent position and fastened in a permanent manner, was lawfully begun prior to the effective date of this Zoning Ordinance or any Amendment.

E. Conflicting requirements.

1. Zoning Ordinance and Guadalupe Municipal Code provisions. If conflicts occur between requirements of this Zoning Ordinance or between this Zoning Ordinance and the Guadalupe Municipal Code, or other regulations of the City, the most restrictive shall control unless specifically indicated otherwise. Within the Coastal Zone, conflicts shall be resolved in manner which on balance is the most protective of significant coastal resources.

2. Development Agreements or Specific Plans. If conflicts occur between the requirements of this Zoning Ordinance and standards adopted as part of any Development Agreement or applicable Specific Plan, the requirements of the Development Agreement or Specific Plan shall apply.

3. Private agreements. This Zoning Ordinance applies to all land uses and development regardless of whether it imposes a greater or lesser restriction on the development or use of structures or land than a private agreement or restriction (for example, CC&Rs) without affecting the applicability of any

agreement or restriction. The City shall not enforce any private covenant or agreement unless it is a party to the covenant or agreement, or a portion thereof.

F. State, City, Local Agency, and School District sites and facilities. Within the City, the provisions of this Zoning Ordinance do not apply to the following governmental properties and activities.

- a. Development by the Federal Government on long-term leased or Federally owned land.
- b. Development by the State or an agency of the State acting in its sovereign (governmental) capacity.
- c. Development by the City or any district of which the Council is the governing body.

G. Other requirements may apply. Nothing in this Zoning Ordinance eliminates the need for obtaining any other permits required by the City, or any permit, approval or entitlement required by any other applicable special district or agency and/or the regulations of any State, or Federal agency.

18.04.050 –Validity.

If any division, section, sentence, clause or phrase of this Zoning Ordinance is for any reason held to be unconstitutional or invalid such decision shall not affect the validity of the remaining portions of this Zoning Ordinance. The Council hereby declares that it would have passed this Zoning Ordinance and each section, sub-section, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 2. Chapter 18.12 of the Guadalupe Municipal Code regarding Administration is hereby amended to read as follows:

Chapter 18.12 ADMINISTRATION

18.12.010 Zoning permit clearance requirements.

A. A Zoning permit clearance shall be required prior to the issuing of building permits, and shall be issued by the persons designated by the City Administrator as “Zoning Administrator Planning Director or designee,” after it has been determined that any proposed construction is in conformity with the regulations set forth in this title and applicable sections of the General Plan.

B. A Zoning permit clearance shall consist of a stamp of approval and a signature of the Zoning Administrator Planning Director or designee, along with appropriate notes placed upon all copies of the applicant’s plot plan, which are required for application for a building permit. No building permit shall be issued until the plot plan has been approved and stamped by the Director or designee.

C. The Zoning Administrator Planning Director or designee shall not accept and approve plot plans which do not contain all information needed to clearly indicate the proposed construction, its use and its exact placement on the property, and a legal description sufficient to locate the property on the City’s zoning map and County’s Assessor’s Parcel Map.

D. A fee set by resolution shall accompany the application.

18.12.020 Denial of General Plan or zoning amendment, conditional-use permit or variance or discretionary permit—Effect.

In case an application for an amendment to this title, an amendment to the General Plan, design review permit, conditional use permit, tentative parcel map, tentative tract map (including vesting maps), or variance is denied, said application shall not be eligible for reconsideration for one year subsequent to such denial unless a new application affecting or including all or a part of the same property is substantially different from the application denied, in the opinion of the Planning Commission Planning

Director or designee. from the application denied. Appeal of the Planning Director or designee shall comply with the process set forth in Section 18.80.010.

18.12.030 Conflicts—Request for Planning Commission review.

In any case, when interpreting and applying the provisions of this title, if the ~~Zoning Administrator~~ Planning Director or designee, or the applicant finds that there is an irreconcilable difference of opinion as to the intent or definition of any part of this title, either party may make a written request that the matter be reviewed and interpreted by the ~~Planning Commission~~ City Council. Once the written request is received, the matter shall be placed upon the agenda of the next regularly scheduled ~~Planning Commission~~ City Council meeting that falls more than ~~10-20~~ days after the written request was received. ~~If the Planning Commission finds that it is unable to resolve the matter, it shall refer the matter to the City Council.~~

18.12.040 Notice of hearings.

A. Whenever the provisions of this title state that a public hearing shall be held on the applications for use permits, variances, appeals, amendments to this title, ~~amendments to the General Plan, design review, tentative parcel map, or tentative tract map (including vesting maps)~~, or changing the boundaries of any district, notices of public hearings shall be given by the body conducting such hearings in a manner conforming with the requirements of Sections 65090 through 65091 and Sections 65853 through 65857, inclusive, of Article 2 of the Government Code. In addition, the City may give notice of the hearing in such other manner as it may deem necessary or desirable.

B. Upon completion of publication or other notice as provided for in this section, the City Clerk shall cause an affidavit of such publication to be filed in the permanent records of the particular proceedings to which such notices pertain.

SECTION 3. Chapter 18.20 of the Guadalupe Municipal Code regarding R-1 Single-Family is hereby amended to read as follows:

Chapter 18.20 R-1 SINGLE-FAMILY (LOW-DENSITY) RESIDENTIAL DISTRICT

18.20.020 Permitted uses.

Permitted uses in the R-1 district include:

A. One single-family dwelling; the dwelling shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;

B. Accessory buildings or uses, such as garages, patios, swimming pools or storage sheds, which are normally incidental to a single-family residence if constructed simultaneously with or subsequent to the main building on the same lot;

C. The storage of recreational (trailer) vehicles within the rear yard provided that said vehicle is located a minimum of 5 feet from all property lines and structures;

D. The storage of recreational (trailer) vehicles within the side yard (or street side yard of corner lots) provided that all of the design standards contained in Municipal Code Section 18.60.035 can be met;

E. Group dwellings with 6 or fewer residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that there shall not be more than one residing occupant for each 500 square feet of land within the lot or parcel on which the dwellings are located.

F. Small family daycares.

G. Large family daycares, provided that no large family daycare is closer than 300 feet from another.

- H. Home Occupations, consistent with the provisions of Section 18.55 (Home Occupations).
- I. Keeping household pets.

18.20.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the R-1 district include:

- A. A church, public or private elementary school, park, playground, public utility building or public building, along with required parking;
- B. Accessory buildings or uses normally incidental to a single-family residence, if constructed or installed prior to the main building on the same lot;
- C. ~~A home occupation.~~

SECTION 4. Chapter 18.21 of the Guadalupe Municipal Code regarding R-1 (SP) Single-Family (Specific Plan) is hereby amended to read as follows:

CHAPTER 18.21 R-1 (SP) RESIDENTIAL SINGLE-FAMILY-LOW DENSITY (SPECIFIC PLAN)

18.21.010 Specific plan.

A final specific plan for the Point Sal Dunes residential development dated January 8, 1990 has been approved by the City Council. A final specific plan for the DJ Farms project dated September 27, 1993 has been approved by the City Council and amended on June 12, 2018 along with a Memorandum of Agreement, dated June 6, 2018, which regulates driveway parking on certain parcels of Lot 4 (FM 29,062). Future development in this zoning district must be consistent with the approved and adopted specific plan, unless the specific plan is amended as required by State law.

SECTION 5. Chapter 18.24 of the Guadalupe Municipal Code regarding R-1-M Single-Family (Medium-Density) is hereby amended to read as follows:

Chapter 18.24 R-1-M SINGLE-FAMILY (MEDIUM-DENSITY) RESIDENTIAL DISTRICT

18.24.050 Minimum lot area and dimensions.

Lots or parcels in the R-1-M district shall have a minimum area of ~~3,400~~ 4,300 square feet. No lot shall contain less than 40 feet of lot frontage, except where a detached garage is served from an alley, where the minimum width shall be 35 feet. Minimum lot depth shall be 80 feet. On cul-de-sac lots, the required lot width must be provided within the front yard setback.

SECTION 6. Chapter 18.37 of the Guadalupe Municipal Code regarding General Standards for Commercial and Light Industrial Development is hereby amended to read as follows:

18.37 GENERAL STANDARDS FOR COMMERCIAL AND LIGHT INDUSTRIAL DEVELOPMENT

18.37.010 - General Standards

D. All roof-mounted air conditioning or heating equipment, vents or ducts shall not be visible from any abutting lot, or any public street or right-of-way. This shall be accomplished through the extension of the main structure or roof or screened in a manner which is architecturally integrated with the main structure(s). If desired, the owner may incorporate appropriate landscape screening to be substituted or used in conjunction with a roof screening system, provided the screening is approved by the Planning Director or designee.

SECTION 7. Chapter 18.44 of the Guadalupe Municipal Code regarding General Industrial Standards is hereby amended to read as follows:

18.44 G-I GENERAL INDUSTRIAL

18.44.040 General standards.

The following standards shall apply to development in the General Industrial District, except as otherwise provided for in this code.

A. Outdoor uses (e.g., Box and container making or assembling, agricultural industries, lumber yards or lumber assembly, contractor storage yards, shipping and transportation, equipment rental, etc.) should generally be screened from public view in an appropriate manner.

B. There shall be no visible storage of motor vehicles, trailers, boats, or their composite parts: loose rubbish, garbage or junk, or their receptacles. No storage shall occur on any vacant parcel, unless first permitted by Planning.

C. Every parcel shall have a trash receptacle on the premises. The trash receptacle shall be screened on 3 sides by a solid enclosure 6 feet in height, and on the 4th side by a solid gate not less than 5 feet in height. The gate shall be maintained in working order and shall remain closed except when in use. The wall and gate shall be architecturally compatible with the surrounding structures.

D. All roof-mounted air conditioning or heating equipment, vents or ducts shall not be visible from any abutting lot, or any public street or right-of-way. This shall be accomplished through the extension of the main structure or roof or screened in a manner which is architecturally integrated with the main structure(s). If desired, the owner may incorporate appropriate landscape screening to be substituted or used in conjunction with a roof screening system, provided the screening is approved by the Planning Director or designee.

SECTION 8. Adding Chapter 18.49 to the Guadalupe Municipal Code regarding PF Public Facilities and Institutional hereby reads:

CHAPTER 18.49 PF - PUBLIC FACILITIES AND INSTITUTIONAL ZONE DISTRICT

18.49.010 Purpose of district.

The PF district is designed and intended to provide for those uses and activities which serve the public and are generally conducted by government agencies or charitable and philanthropic nonprofit organizations.

18.49.020 Permitted uses.

A. Governmental buildings and facilities designed for public use and accommodation;

- B. Public libraries, museums, schools, and colleges;
- C. Charitable and philanthropic institutions;
- D. Cemeteries, crematories or mausoleums;
- E. Water and wastewater treatment plants, substations and other public service facilities of a similar nature;
- F. Uses, buildings and structures incidental, accessory and subordinate to permitted uses;
- G. Churches;
- H. Student housing;
- I. Any uses which the City Council find to be similar to and within the intent and purpose of the PF district, that are no more obnoxious or detrimental to the public welfare, and are found by the City Council to be compatible with adjoining land uses, and which are of a comparable nature and of the same class as the uses enumerated above.

18.49.030 Accessory uses.

Premises in the PF (public facilities) district may be used for accessory uses, provided such uses are established on the same lot or parcel of land, are incidental to and do not substantially alter the character of any permitted principal use.

18.49.040 Development standards.

Development, uses and structures in the PF district are subject to the development standards set out in Sections 18.49.050 through 18.49.100.

18.49.050 Lot coverage.

No development shall cover in excess of fifty percent (50%) of the total area of the property (exclusive of public streets).

18.49.060 Height.

No building or structure shall exceed a height of three (3) stories or thirty-five (35) feet as measured from finished grade on the site, unless so authorized by the City Council, upon the approval of a Design Review Permit and making the finding that unique circumstances apply to the particular property or development proposed which justify an exception and which, if allowed, will nevertheless be compatible with adjoining properties.

18.49.070 Setbacks.

- A. Front yard: No building or structure shall be located closer than fifteen (15) feet to the right-of-way line of any public street.
- B. Required side yard is ten (10) feet.
- C. Required rear yard is ten (10) feet.

18.49.080 Project review.

A. No permit shall be issued for the grading of land nor for the construction, erection or moving of any buildings or structure, nor the use of any land in the PF district until a Design Review permit has been approved by the City Council. Three (3) copies of a Design Review application shall be submitted to the Planning Department and shall include the following:

- 1. A plot plan of the proposed development drawn to scale showing the boundaries of the property, topography, and a proposed grading plan; the width, location and names of surrounding streets; the location, dimensions and uses on adjacent property of all existing buildings and structures within fifty (50) feet of the boundary line of the subject property; the location, dimension, ground floor area, and uses of all existing and proposed buildings and structures on the subject property; landscaping, parking areas, including the size and number of parking spaces and the internal

circulation pattern; signs, including location, size and height; pedestrian, vehicular and service ingress and egress; location, height and material of walls and fences; and a designation of the specific uses of the property;

2. Schematic drawings and renderings to scale showing architectural design of buildings and structures proposed to be constructed;

3. Statistical information including the following:

a. Acreage or square footage in the property,

b. Height, ground floor area and total floor area of each building,

c. Number of buildings on the site,

d. Building coverage expressed as a percentage of the total lot area,

e. Parking ratio, expressed as the number of parking spaces to the square footage of building area,

f. Area of land devoted to landscaping and/or open space usable for recreation purposes and its percentage of the total land area,

g. The sequence of construction of various portions of development,

h. A statement as to the source of water and method of waste water disposal.

B. Upon receipt of a Design Review permit, together with the required supplemental data, the Planning Department shall transmit copies of the Design Review application to various City department for review. The Director or designee shall determine if the application is Complete or Incomplete for processing. If Incomplete, a letter will be transmitted within 30 days of application submittal and identify missing items and all items requiring revisions. If Complete, a letter will be transmitted indicating that the application is Complete and once the California Environmental Quality Act (CEQA) process is completed, a staff report will be prepared with recommendations to City Council. All departmental conditions shall be included with the staff report to City Council. The City Council shall consider the application and the recommendations of the staff and shall approve, conditionally approve, or disapprove the Design Review permit at a noticed public hearing per Section 18.12.040.

18.49.090 Parking.

For provisions on parking, see Chapter 18.60 of this title.

18.49.100 Signs.

For provisions on signs, see Chapter 18.51 of this title.

SECTION 9. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CEQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

SECTION 10. The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this Ordinance is held invalid, the City Council declares it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and

further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 11. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

INTRODUCED at a regular meeting of the City Council on the 13th day of November 2018, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney