



## City of Guadalupe AGENDA

### Regular Meeting of the Guadalupe City Council

**Tuesday, November 8, 2022, at 6:00 pm**  
**City Hall, 918 Obispo Street, Council Chambers**

The City Council meeting will broadcast live on Charter Spectrum Cable Channel 20 and live streamed on the City of Guadalupe's Official YouTube channel:

<https://www.youtube.com/channel/UCaxeHWd9JkmvKnGFU8BAYQQ>

If you choose not to attend the City Council meeting but wish to make a comment during Community Participation Forum or on a specific agenda item, please submit via email to [juana@ci.guadalupe.ca.us](mailto:juana@ci.guadalupe.ca.us) no later than 2:00 pm on Tuesday, November 8, 2022.

Please be advised that, pursuant to State Law, any member of the public may address the City Council concerning any item on the Agenda, before or during Council consideration of that item. If you wish to speak on any item on the agenda, including any item on the Consent Calendar or the Ceremonial Calendar, please submit a speaker request form for that item. If you wish to speak on a matter that is not on the agenda, please do so during the Community Participation Forum.

The Agenda and related Staff reports are available on the City's website: [www.ci.guadalupe.ca.us](http://www.ci.guadalupe.ca.us) Friday before Council meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available the Friday before Council meetings at the Administration Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:30 pm, and also posted 72 hours prior to the meeting. The City may charge customary photocopying charges for copies of such documents. Any documents distributed to a majority of the City Council regarding any item on this agenda less than 72 hours before the meeting will be made available for inspection at the meeting and will be posted on the City's website and made available for inspection the day after the meeting at the Administrator Office at City Hall 918 Obispo Street, Monday through Friday between 8:00 am and 4:30 pm.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, including review of the Agenda and related documents, please contact the Administration Office at (805) 356.3891 at least 72 hours prior to the meeting. This will allow time for the City to make reasonable arrangements to ensure accessibility to the meeting.

#### 1. **ROLL CALL:**

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

**2. PLEDGE OF ALLEGIANCE**

**3. AGENDA REVIEW**

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

**4. PRESENTATIONS**

- Santa Barbara County Broadband Strategic Plan Project

**5. COMMUNITY PARTICIPATION FORUM**

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

**6. CONSENT CALENDAR**

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

- A. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting unless City Council indicates otherwise.
- B. Approve payment of warrants for the period ending October 31, 2022.
- C. Accept the First Quarter 2022 financial report.
- D. Adopt Resolution No. 2022-95 authorizing the City to enter a one-year agreement for planning services with Mr. Larry Appel, Integrity Planning commencing on January 1, 2023.
- E. Approval of Amendment No. 1 to Agreement with Hinderliter, De Llamas & Associates (HdL) for cannabis-related services.
- F. Adopt Resolution No. 2022-96 entering into an agreement with De Lapide & Associates, Inc. (AKA Dr. Cornelius Nuworsoo), for the preparation of the City of Guadalupe, 6<sup>th</sup> Cycle Housing Element to remain compliant with the State of California Housing and Community Development (HCD) requirements.

**G. MONTHLY REPORTS FROM DEPARTMENT HEADS**

- 1. Planning Department report for October 2022
- 2. Building Department report for October 2022
- 3. Public Works /City Engineer's report for October 2022
- 4. Los Amigos de Guadalupe Update



- 7. **CITY ADMINISTRATOR REPORT:** (Information Only)
- 8. **DIRECTOR OF PUBLIC SAFETY REPORT:** (Information Only)

**PUBLIC HEARING**

- 9. **Public hearing to consider a Notice of Exemption, Conditional Use Permit (2022-027-CUP) and Design Review (2022-030-DR), to allow a high-density residential project consisting of 27 apartment units on the westerly portion of the 0.70-acre property at 823 Guadalupe Street (Assessor’s Parcel Number 115-112-003). The project is proposed pursuant to State Government Code Section 65915 (Density Bonus Law).**

Written report: Bill Scott, City Planner

Recommendation: That the City Council:

- a. Receive a presentation from staff;
- b. Conduct a public hearing, including 1) an opportunity for the applicant to present the proposed project, and 2) receive any comments from the public; and
- c. Adopt Resolution No. 2022-97 approving the Notice of Exemption, Conditional Use Permit 2022-027-CUP, and Design Review 2022-030-DR for the 823 Guadalupe Street apartment project.

**REGULAR BUSINESS**

- 10. **Consider entering into a Community Benefit Lease Agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast (DBA Boys and Girls Clubs of Mid Central Coast).**

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2022-99 authorizing entering into a Community Benefit Agreement by and between the City of Guadalupe and the Boys and Girls Clubs of Central Coast (DBA Boys and Girls Club of Mid Central Coast).

- 11. **Cosecha Guadalupe Farmers Market**

Written report: Hannah Sanchez, Recreation Services Manager

Recommendation: That the City Council choose from one of the following options:

- a. Allow Cosecha Guadalupe access to the Veteran’s Memorial Plaza free of charge including use of utilities; or
- b. Pro-rate rental fees and utilities for Cosecha Guadalupe’s use of Veteran’s Memorial Plaza; or
- c. Allow Cosecha Guadalupe access to Le Roy Park free of charge including use of utilities; or
- d. Pro-rate rental fees and utilities for Cosecha Guadalupe’s use of Le Roy Park.

**12. Ordinance No. 2022-506 - Salary Increases for City Officials.**

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council introduce Ordinance No. 2022-506, and continue to its meeting of November 22, 2022, for second reading and adoption, an ordinance increasing the monthly salaries for all of the City's elected officials.

**13. Ordinance No. 2022-504, repealing Guadalupe Municipal Code Ordinance No. 2020-491, Title 15.04, adoption of Building Codes; and adopting a new Chapter 4 of Title 15, adoption of State of California 2022 Building Standards Code.**

Written report: Mark Green, Contract Building Official

Recommendation: That the City Council introduce Ordinance No. 2022-504, and continue to the meeting of November 22, 2022, for second reading and adoption, to update and amend Title 15, Chapter 4 of the Guadalupe Municipal Code to be consistent with the State of California 2022 Building Standards Code of which become effective January 1, 2023.

**14. Ordinance 2022-505, adopting the 2022 California Fire Code and amend the Guadalupe Municipal Code to update Fire and Safety regulations.**

Written report: Michael Cash, Director of Public Safety

Recommendation: That the City Council introduce, on the first reading, and continue to the meeting of November 22, 2022, for second reading and adoption, Ordinance No. 2022-505 adopting the 2022 California Fire Code and amending the specified fire and safety ordinances in the Guadalupe Municipal Code.

**15. Council Seat Vacancy.**

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council consider whether to make an appointment or call for a special municipal election to fill upcoming vacancy on the City Council.

**16. Main Street/Obispo intersection traffic issues.**

Written report: Shannon Sweeney, Public Works Director/City Engineer

Recommendation: That the City Council provide direction to staff on next steps for traffic control on Highway 166 (West Main Street) in the vicinity of Obispo Street.

**17. Reclassification of the Business Manager position and Finance Department reorganization.**

Written report: Amelia M. Villegas, Interim HR Manager

Recommendation: That the City Council adopt Resolution No. 2022-98 approving the reclassification of the Business Manager position and reorganization in the Finance Department.

**18. New Employment Agreement between the City of Guadalupe and Todd Bodem as City Administrator.**

Written report: Amelia M. Villegas, Interim HR Manager

Recommendation: That the City Council adopt Resolution No. 2022-100 approving a new employment agreement with Todd Bodem as City Administrator and authorizing the Mayor to sign the agreement on behalf of the City.

**19. FUTURE AGENDA ITEMS**

**20. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS**

**21. ADJOURNMENT TO CLOSED SESSION MEETING**

**CLOSED SESSION**

**22. Conference with Labor Negotiators**

(Subdivision (a) of Government Code Section 54957.6)

Agency designated representatives: City Administrator, Human Resources Manager and Che Johnson, Partner, Liebert, Cassidy & Whitmore; Employee Organizations: International Association of Firefighters (IAFF)

**23. ADJOURNMENT TO OPEN SESSION MEETING**

**24. CLOSED SESSION ANNOUNCEMENTS**

**25. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall display case and website not less than 72 hours prior to the meeting. Dated this 4<sup>th</sup> day of November 2022.

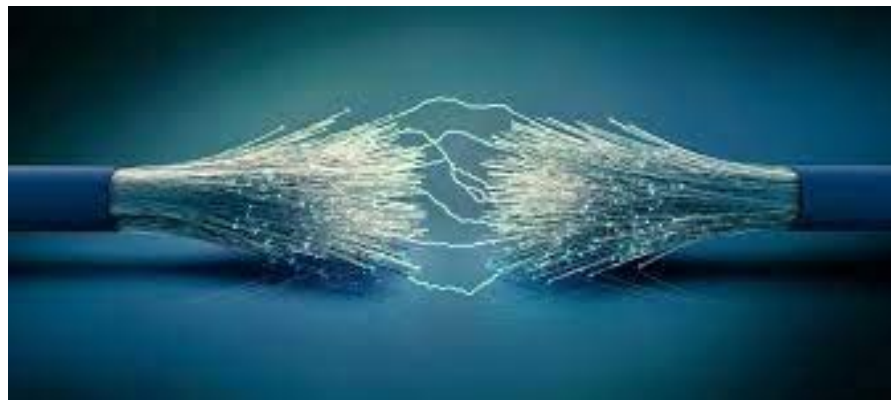
*Todd Bodem*

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Todd Bodem, City Administrator

**PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS**

Council Meeting: Date and Subject	Department	Agenda Category	
<b>Tuesday, November 22, 2022, at 6:00 pm / Regular Meeting</b>			
Microenterprise Recipients Recognition		Ceremonial Calendar	
City Council Minutes - October 25, 2022	City Clerk	Consent Calendar	
Second Reading of Ordinance No. 2022-504 – State of California 2022 Building Standards Code	Building Department	Consent Calendar	
Second Reading of Ordinance No. 2022-505 – 2022 Fire Code	Public Safety	Consent Calendar	
Second Reading of Ordinance No. 2022-506 – Salary Increases for Elected Officials	Administration Dept.	Consent Calendar	
Amendment to Agreement with Los Amigos de Guadalupe	City Attorney	Consent Calendar	
October Financial Report	Finance Department	Consent Calendar	
Continuation of Public Hearing Hwy 1 General Auto Repair	Planning Department	Public Hearing	
General Plan Update	Planning Department	Public Hearing	
Solid Waste Contract	Public Works Department	Regular Business	
Transit Update	Public Works Department	Regular Business	
<b>Tuesday, December 13, 2022, at 6:00 pm / Regular Meeting</b>			
Cancellation of the December 27 <sup>th</sup> City Council Meeting	Administration Dept.	Consent Calendar	
ADU Ordinance Update	Planning Department	Public Hearing	
Certification of November 8, 2022, General Municipal Election	Administration Dept.	Regular Business	
Appointment of Councilmembers to various boards and committees	Administration Dept.	Regular Business	
<b>Other Unscheduled Items</b>			
	<b>Proposed Date of Item</b>	<b>Department</b>	<b>Agenda Category</b>
Tree Ordinance		Public Works	New Business
Sidewalk Vending Ordinance		Planning Department	New Business
Vacant Property Ordinance		Administration Dept	New Business
Food Truck and Special Event Ordinance		Planning Dept	New Business
Gift Policy		City Attorney	New Business
Recognizing Food Distribution Volunteers			Ceremonial Calendar
Benefit for Unrepresented Employees		Human Resources	New Business
Al's Union Property			New Business
Rent Stabilization			New Business



# SANTA BARBARA COUNTY BROADBAND STRATEGIC PLAN PROJECT

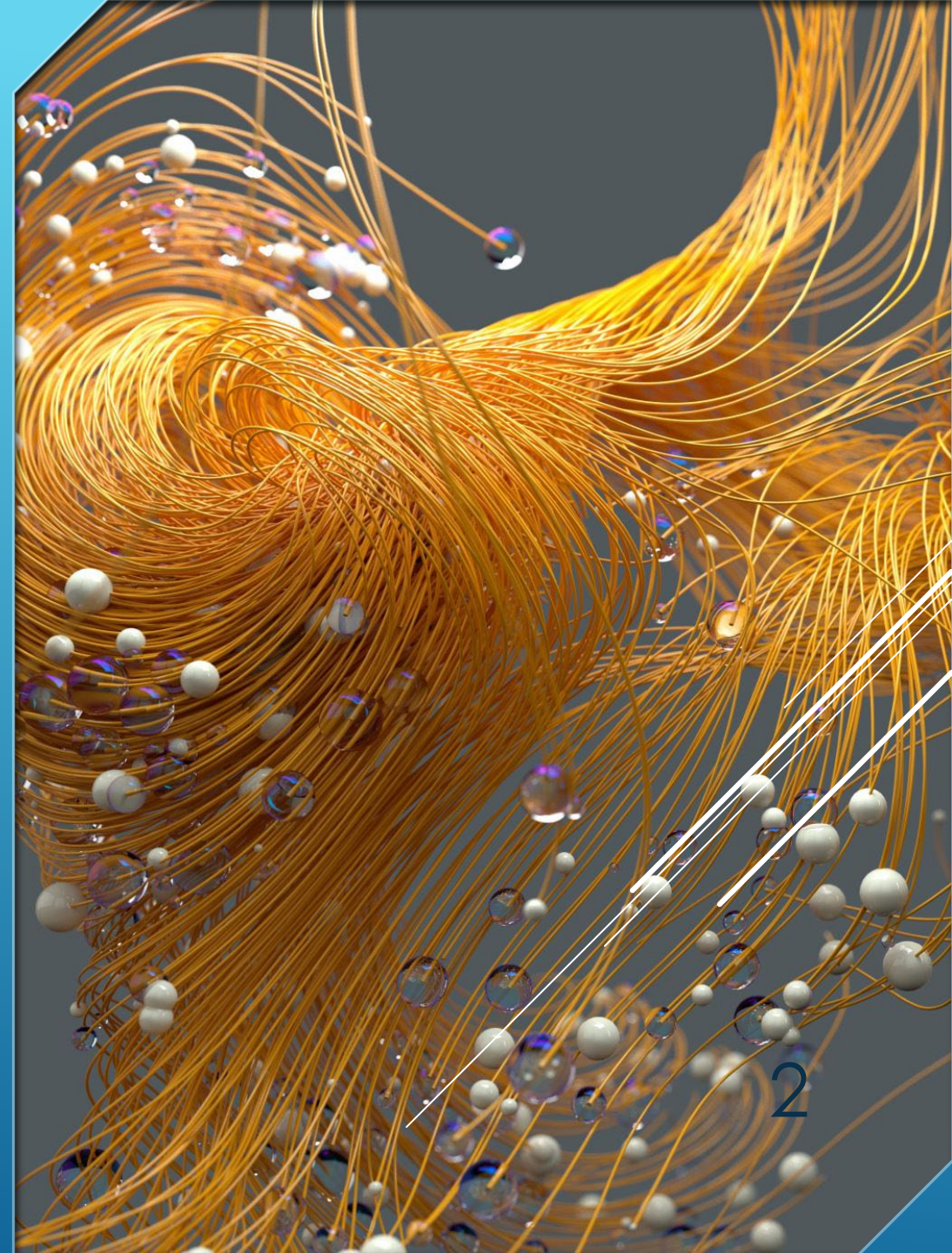
Connecting our Communities

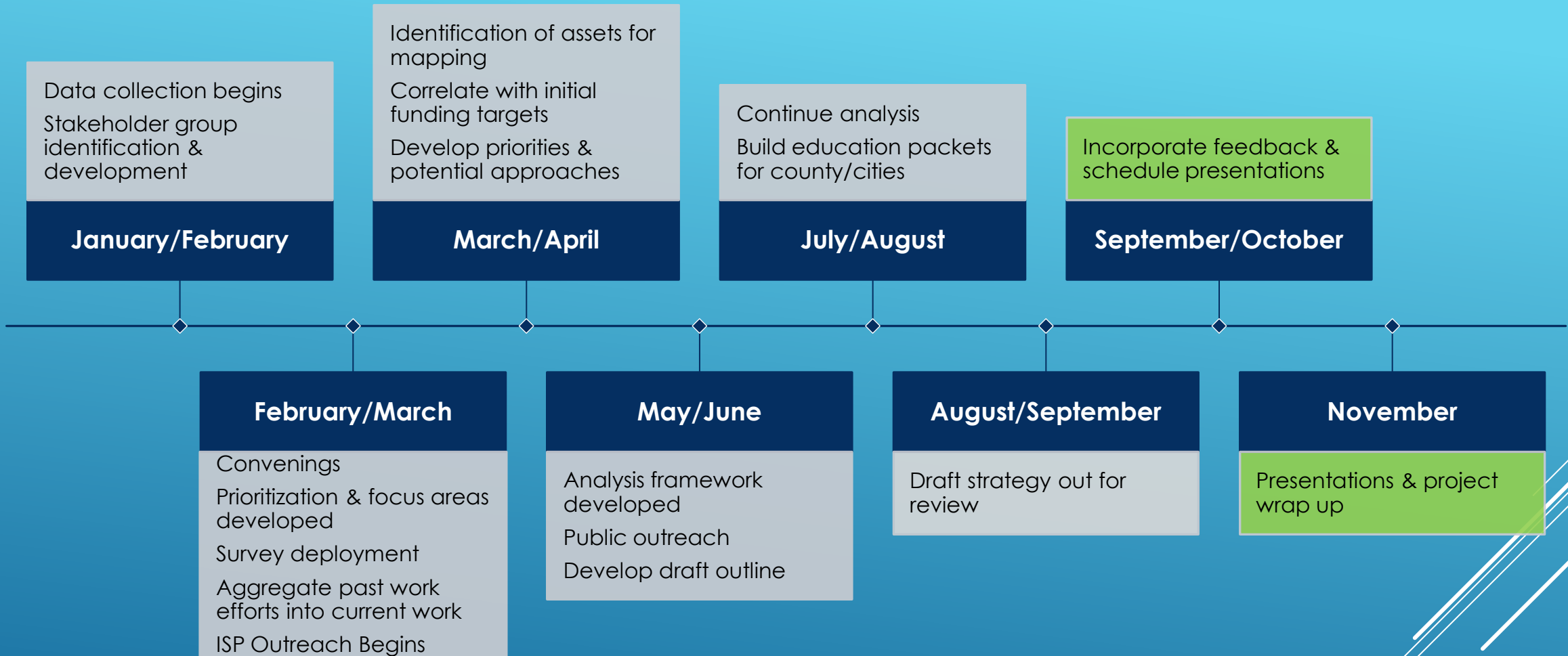




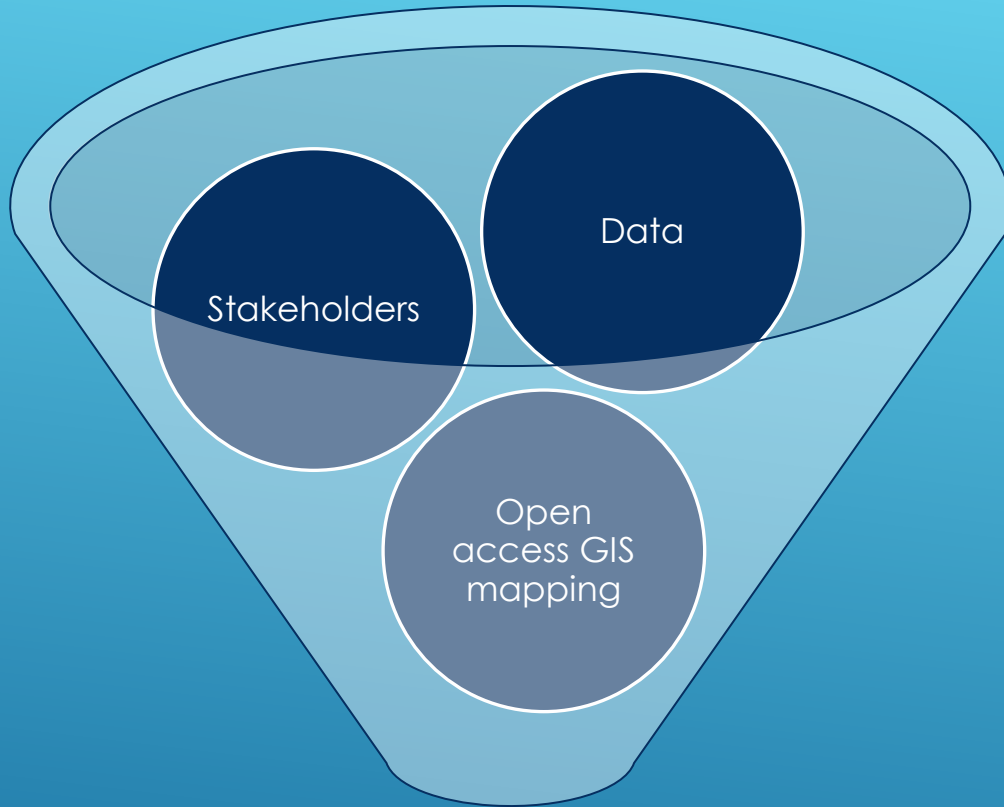
# PRESENTATION OUTLINE

- Project Overview and Timeline
- Strategy Status
- Project Highlights
- Speed Test Summary
- Recommended Local Actions
- Recommended Regional Actions
- Next Steps
- Q&A





# TIMELINE

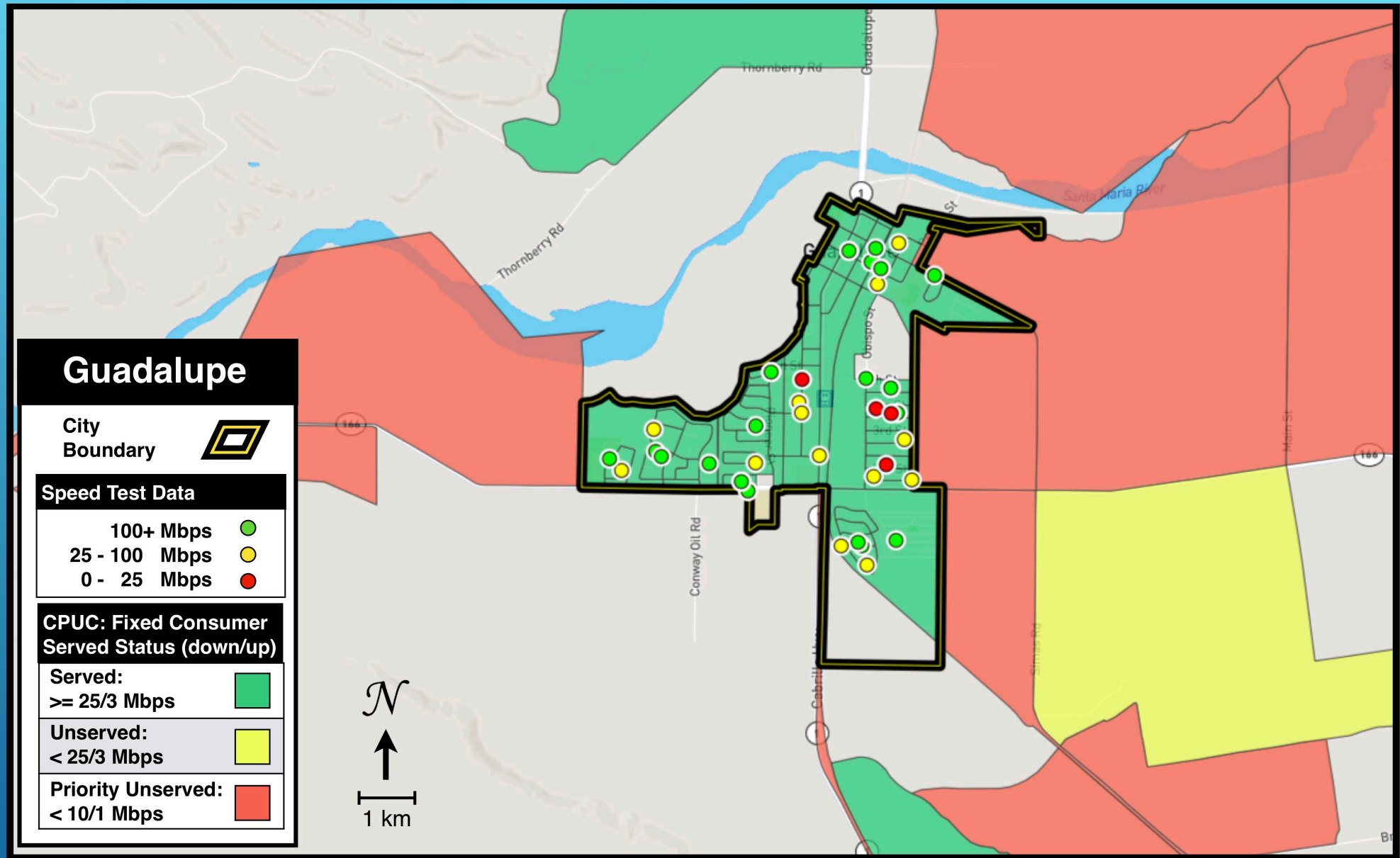


Priorities identified and grant ready!

## PROJECT HIGHLIGHTS

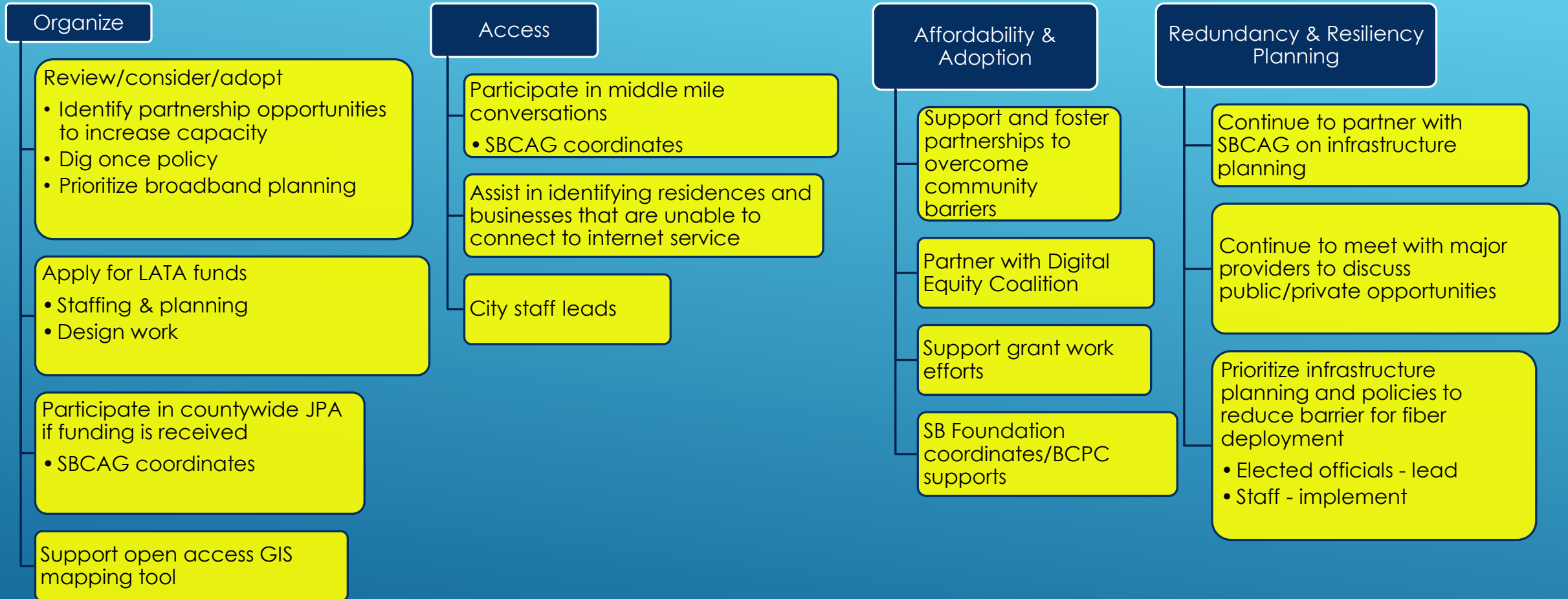
- Aligning with State and Federal efforts
- Open access GIS tool development
- Captured community status
- Everyone wants reliable and affordable internet
- Guadalupe is ready for broadband



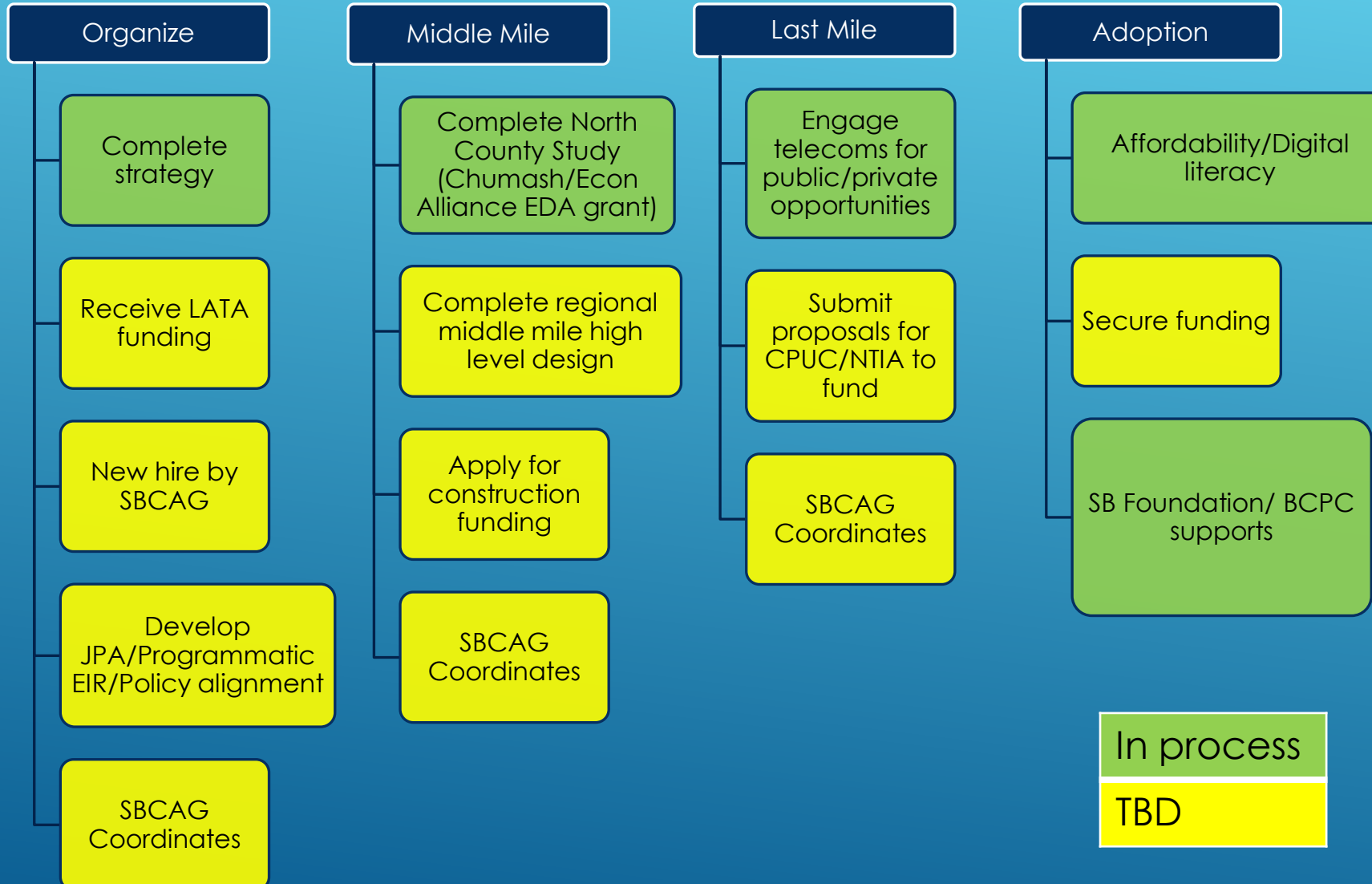


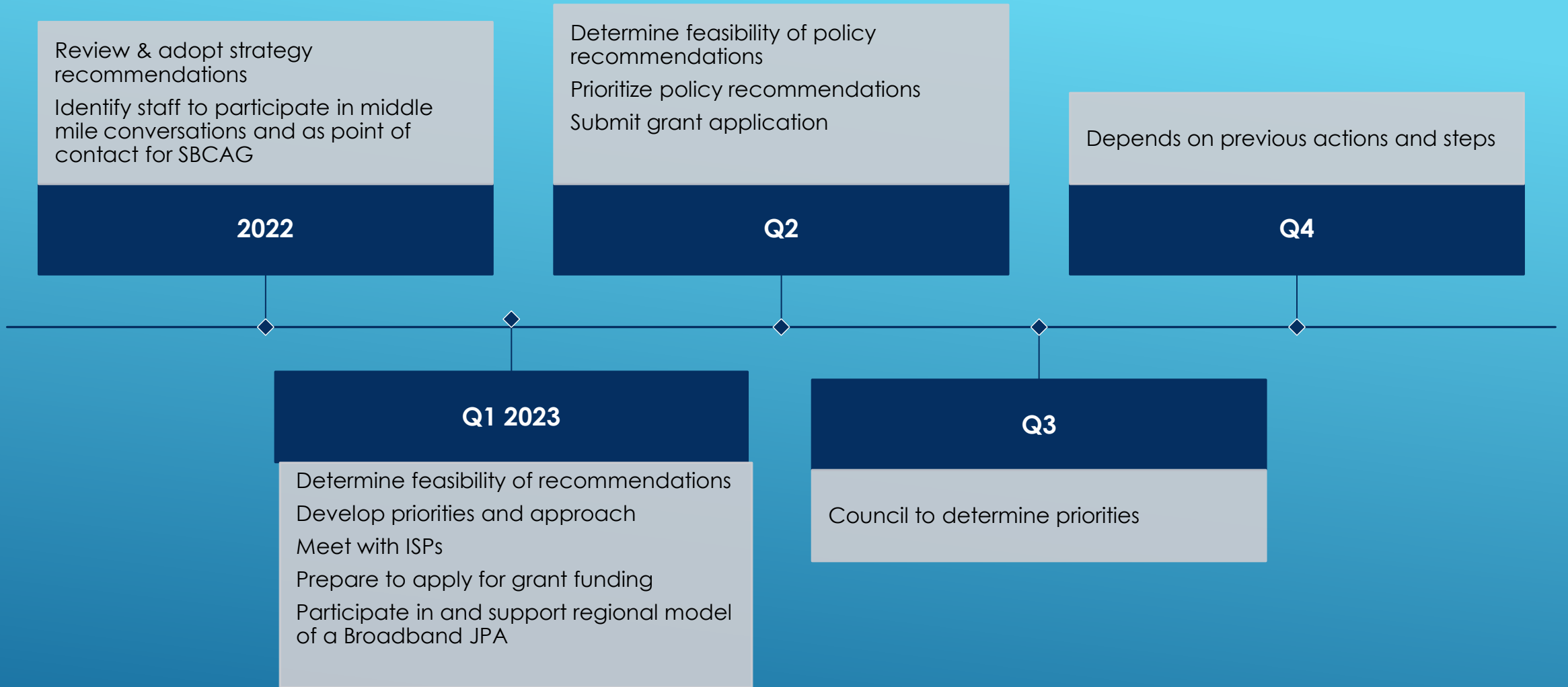
# SPEED TEST SUMMARY

# RECOMMENDED LOCAL ACTIONS- GUADALUPE



# RECOMMENDED REGIONAL ACTIONS

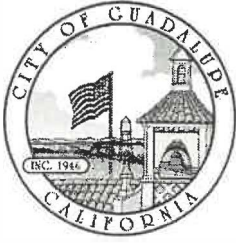




# NEXT STEPS

Q&A

Thank you!



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 08, 2022**

**Prepared by:**  
**Veronica Fabian**  
**Finance Account Clerk**

**Reviewed by:**  
**Lorena Zarate**  
**Finance Director**

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

**SUBJECT:** Payment of warrants for the period ending October 31, 2022, to be approved for payment by the City Council. Subject to having been certified as being in conformity with the budget by the Finance Department staff.

**RECOMMENDATION:**

That the City Council review and approve the listing of hand checks and warrants to be paid on November 9, 2022.

**BACKGROUND:**

Submittal of the listing of warrants issued by the City to vendors for the period and explanations for disbursement of these warrants. An exception, such as an emergency hand check may be required to be issued and paid prior to submittal of the warrant listing, however, this warrant will be identified as "Ratify" on the warrant listing.

1229 CARMEL ST \*\*\* VENDOR.: A&V01 (ASHLEY & VANCE ENGINEERING INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
66606	PW-PROJECT MANAGEMENT/GENERAL PROGRESS OCT 2022	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ARPA FUNDS	89	4444 3095	1	1700.00	1700.00
				( CIP CIP City Hall Upg )		
					Invoice Extension ---->	1700.00
					Vendor Total ----->	1700.00

\*\*\* VENDOR.: AES01 (ALPHA ELECTRICAL SERVICE)

P.O.BOX 1978

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10680	WWTP-SERVICE CALL-TROUBLESHOOT LIFT STATION	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-SERVICE CALL-TROUBLESHOOT LIFT STATION	12	4425 2150	1	425.50	425.50
				( Wst.Wtr.Op.Fund Wastewater Profl Services )		
					Invoice Extension ---->	425.50
					Vendor Total ----->	425.50

3070 SKYWAY DR \*\*\* VENDOR.: AKE01 (AKESO OCCUPATIONAL HEALTH)  
 SUITE 106

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
7920	ADM-BASIC PHYSICAL EXAM	11-22	10/10/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	TEG BUTLER-PHYSICAL EXAM	01	4105 2150	1	295.00	295.00
				( General Fund Administration Profl Services )		
					Invoice Extension ---->	295.00
					Vendor Total ----->	295.00

\*\*\* VENDOR.: AMA02 (AMAZON BUSINESS)

P.O.BOX 035184

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1KPGJPLDT	FIRE-INV#:1J71-KPGJ-PLDT	11-22	10/11/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	DISINFECTANT HANDI-PACK WIPES	01	4220 1550	1	34.69	34.69
				( General Fund Fire Op Supp/Expense )		
					Invoice Extension ---->	34.69

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
4VKG11XNF	WWTP-INV#:1QV4-VKG1-1XNF GREASE GUN	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-INV#:1QV4-VKG1-1XNF GREASE GUN	12	4425 1550	1	168.55	168.55
				( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )		
					Invoice Extension ---->	168.55

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
JHLL77VMH	PD-CAR ACCESORIES - 2PACK	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010

\*\*\* VENDOR.: AMA02 (AMAZON BUSINESS)

P.O.BOX 035184

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
0001	INV#:1V6J-HLL7-7VMH	01	4200 1550	( General Fund Police Op Supp/Expense )	26.07
				Invoice Extension ---->	26.07

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
JWLDHTJX1	P&R-BACKPACK SPRAYER	11-22	10/21/22 N N N	A-NET30 FROM INVOICE	2010
0001	INV#:1GXJ-WLDH-TJX1	01	4300 1550	( General Fund Parks & Rec Op Supp/Expense )	54.35
				Invoice Extension ---->	54.35

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
KXKW4QLQF	P&R-ZERO WASTE DOG WASTE ROLL BAGS	11-22	10/21/22 N N N	A-NET30 FROM INVOICE	2010
0001	INV#:1J1K-XKW4-QLQF	01	4300 1550	( General Fund Parks & Rec Op Supp/Expense )	83.24
				Invoice Extension ---->	83.24

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
LNLFP7M7M-C	WWTP-CREDIT#:1XRL-NLFP-7M7M	11-22	09/26/22 N N N	A-NET30 FROM INVOICE	2010
0001	BLACK NITRIL POWDER FREE GLOVE INV#:1NWM-9KCY-3765	12	4425 1550	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )	-206.61
				Invoice Extension ---->	-206.61

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
M9KCY3766	WWTP-INV#:1NWM-9KCY-3766 BLACK NITRILE GLOVES	11-22	09/26/22 N N N	A-NET30 FROM INVOICE	2010
0001	WWTP-INV#:1NWM-9KCY-3766 BLACK NITRILE GLOVES	12	4425 1550	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )	402.33
				Invoice Extension ---->	402.33

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
MY7HK69WL	PD-REMOVABLE WORKING DOG PATCH,DOG TREATS,DOG VEST	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010
0001	INV#:1LTM-Y7HK-69WL	01	4200 1550	( General Fund Police Op Supp/Expense )	57.56
				Invoice Extension ---->	57.56

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
ND47MRCRG	WWTP-INV#:1NQD-D47M-RCRG PLASTIC BOTTLES	11-22	10/21/22 N N N	A-NET30 FROM INVOICE	2010
0001	WWTP-INV#:1NQD-D47M-RCRG PLASTIC BOTTLES	12	4425 1550	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )	94.90
				Invoice Extension ---->	94.90

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
T4GVJ1VG4	ADM-OFFICE SUPPLIES-ADMIN DEPT	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010
				G/L Account No	Amount



\*\*\* VENDOR.: AMA02 (AMAZON BUSINESS)

P.O.BOX 035184

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:1H9T-4GVJ-1VG4		01 4105 1200	1	117.63	117.63
			( General Fund Administration Off Suppl/Postg )			
				Invoice Extension ---->		117.63

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
VD4GH6NYX	PD-FISH OIL,DOG FOOD,DOG BED,DOG BOWL,GROOMING	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	DOG CHEWS,DOG BRUSH INV#:1NYV-D4GH-6NYX		01 4200 1550	1	276.57	276.57
			( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->		276.57

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
WFFNK3WF6	P&R-TABLE RUNNER, WASLEY LARGE BLACK RECTANGLE	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:1XFW-FFNK-3WF6 ARPA RECREATION PROGRAM FUNDS		01 4300 1200	1	40.74	40.74
			( General Fund Parks & Rec Off Suppl/Postg )			
				Invoice Extension ---->		40.74
				Vendor Total ----->		1150.02

4050 FLAT ROCK DRIVE \*\*\* VENDOR.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
NV0091340	WATER-1 1/2'' OMNI R2 100CF	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-1 1/2'' OMNI R2 100CF		10 4420 1535	1	1503.47	1503.47
			( Wtr. Oper. Fund Water Operating Meters )			
				Invoice Extension ---->		1503.47
				Vendor Total ----->		1503.47

AUS WEST LOCKBOX \*\*\* VENDOR.: ARA01 (ARAMARK UNIFORM SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020120693	PW/WATER-UNIFORM SERVICE	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW/WATER-UNIFORM SERVICE		10 4420 2150	1	17.06	17.06
			( Wtr. Oper. Fund Water Operating Profl Services )			
				Invoice Extension ---->		17.06

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020120723	P&R-UNIFORM ALLOWANCE	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-UNIFORM ALLOWANCE		01 4145 2150	1	66.68	66.68
			( General Fund Building Mtce Profl Services )			
				Invoice Extension ---->		66.68

INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020120733 PW-STREETS-UNIFORM SEVICE		11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-STREETS-UNIFORM SEVICE	01	4145 2150	1	1.06	1.06
		( General Fund Building Mtce Profl Services )				
0002	PW-STREETS-UNIFORM SEVICE	01	4300 2150	1	1.07	1.07
		( General Fund Parks & Rec Profl Services )				
0003	PW-STREETS-UNIFORM SEVICE	71	4454 2150	1	8.51	8.51
		( MEASURE A MEASURE A Profl Services )				
Invoice Extension ---->					10.64	
INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020122154 WWTP-UNIFORM SERVICE		11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-UNIFORM SERVICE	12	4425 2150	1	32.60	32.60
		( Wst.Wtr.Op.Fund Wastewater Profl Services )				
Invoice Extension ---->					32.60	
INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020125268 PW/WATER-UNIFORM ALLOWANCE		11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW/WATER-UNIFORM ALLOWANCE	10	4420 2150	1	17.06	17.06
		( Wtr. Oper. Fund Water Operating Profl Services )				
Invoice Extension ---->					17.06	
INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020125343 P&R-UNIFORM SERVICE		11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-UNIFORM SERVICE	01	4145 2150	1	66.68	66.68
		( General Fund Building Mtce Profl Services )				
Invoice Extension ---->					66.68	
INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020125364 PW/STREETS-UNIFORM ALLOWANCE		11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW/STREETS-UNIFORM ALLOWANCE	01	4145 2150	1	1.06	1.06
		( General Fund Building Mtce Profl Services )				
0002	PW/STREETS-UNIFORM ALLOWANCE	01	4300 2150	1	1.07	1.07
		( General Fund Parks & Rec Profl Services )				
0003	PW/STREETS-UNIFORM ALLOWANCE	71	4454 2150	1	8.51	8.51
		( MEASURE A MEASURE A Profl Services )				
Invoice Extension ---->					10.64	
INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020127184 WWT-UNIFORM ALLOWANCE		11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWT-UNIFORM ALLOWANCE	12	4425 2150	1	27.12	27.12
		( Wst.Wtr.Op.Fund Wastewater Profl Services )				
Invoice Extension ---->					27.12	
Vendor Total ----->					248.48	

INVOICE-TYPE DESCRIPTION		PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020127184 WWT-UNIFORM ALLOWANCE		11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWT-UNIFORM ALLOWANCE	12	4425 2150	1	27.12	27.12
		( Wst.Wtr.Op.Fund Wastewater Profl Services )				
Invoice Extension ---->					27.12	

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 GARRET MATSUURA \*\*\* VENDOR.: ARC01 (ARCLIGHT MEDIA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10246	ADM-MONTHLY WEBSITE MAINTENANCE - JUNE 2022	11-22	07/01/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-MONTHLY WEBSITE MAINTENANCE - JUNE 2022	01 4140 2151	1	170.00	170.00
		( General Fund Non-Departmentl IT Services )			
				Invoice Extension ---->	170.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10290	ADM-COUNCIL CHAMBERS AUDIO & VIDEO UPGRADES-ARPA	11-22	07/05/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-COUNCIL CHAMBERS AUDIO & VIDEO UPGRADES-ARPA	01 4140 2151	1	300.00	300.00
		( General Fund Non-Departmentl IT Services )			
				Invoice Extension ---->	300.00
				Vendor Total ----->	470.00

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 \*\*\* VENDOR.: BIL01 (BILL SCOTT CONSULTANT)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
016	ADM-PLANNING SERVICES -AUG15-OCT 31,2022	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PLANNING SERVICES	01 4405 2150	1	480.00	480.00
		( General Fund Bldg and Safety Prof'l Services )			
0002	ZONING CLEARANCE	01 4405 2150	1	1080.00	1080.00
		( General Fund Bldg and Safety Prof'l Services )			
0003	CRANDALL APARTMENTS	01 20CR	1	160.00	160.00
		( General Fund CRANDALL 12th ST. APARTMENTS )			
0004	PASADERA LOT 4	01 2004	1	1640.00	1640.00
		( General Fund D.J. FARMS )			
0005	KIMBELL APARTMENTS	01 2070 09	1	1200.00	1200.00
		( General Fund KIMBELL )			
0006	CENTRAL COAST PROCESSING	01 2070 10	1	3140.00	3140.00
		( General Fund CENTRAL COAST PROCESSING )			
0007	HWY 1 GENERAL AUTO REPAIR	01 2070 011	1	1420.00	1420.00
		( General Fund Hwy 1 Gen Auto Repair )			
0008	ELEMENT 7	01 2070 101	1	640.00	640.00
		( General Fund Element 7 )			
0009	147 TOGNAZZINI LOT MERGER	01 2070 11	1	240.00	240.00
		( General Fund 147 Tognazzini Lot Merger )			
0010	LA GUARDIA TOWNHOMES ALVAREZ APTS	01 2070 06	1	480.00	480.00
		( General Fund La Guardia Townhomes )			
				Invoice Extension ---->	10480.00
				Vendor Total ----->	10480.00

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 FILE # 2674 \*\*\* VENDOR.: BRE02 (BRENNTAG PACIFIC, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
BPI282201	WATER-AMMONIUM SULFATE 40% NSF	11-22	10/14/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-AMMONIUM SULFATE 40% NSF	10 4420 1550	1	1355.31	1355.31
		( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->	1355.31

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
BPI284852	WATER-L A CHEMCHLOR SOD HYPOCHL	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
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 FILE # 2674 \*\*\* VENDOR.: BRE02 (BRENNTAG PACIFIC, INC.)  
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 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-L A CHEMCHLOR SOD HYPOCHL	10 4420 1550	1	1250.44	1250.44
	( Wtr. Oper. Fund Water Operating Op Supp/Expense )				
	Invoice Extension ---->				1250.44
	Vendor Total ----->				2605.75

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 1301 DOKER DRIVE \*\*\* VENDOR.: BUR04 (BURTON'S FIRE, INC.)  
 .....  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
	S58383 FIRE-AUTO CHARGE 1000 PLC. W/BAR GRAPH DISPLAY	11-22 10/18/22 N N N			2010
	A-NET30 FROM INVOICE				
0001	FIRE-AUTO CHARGE 1000 PLC. W/BAR GRAPH DISPLAY	01 4220 1460	1	821.40	821.40
	( General Fund Fire Vehicle Maintnc )				
	Invoice Extension ---->				821.40
	Vendor Total ----->				821.40

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 MARK MAYBERRY \*\*\* VENDOR.: CAS07 (CASSIA LANDSCAPE)  
 P.O.BOX 1511  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
	102229 PW-LANSCAPE MAINTENANCE FOR OCT 2022	11-22 10/12/22 N N N			2010
	A-NET30 FROM INVOICE				
0001	PW-LANSCAPE MAINTENANCE FOR OCT 2022	63 4472 2150	1	871.00	871.00
	( Pas L&L Dist HOUSING IMPACT Profl Services )				
	Invoice Extension ---->				871.00
	Vendor Total ----->				871.00

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 P.O. BOX 7173 \*\*\* VENDOR.: CHA03 (CHARTER COMMUNICATIONS)  
 .....  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
	972101722 P&R-ACCT#:8245 10 114 0090972	11-22 10/17/22 N N N			2010
	A-NET30 FROM INVOICE				
0001	P&R-ACCT#:8245 10 114 0090972	01 4145 1150	1	649.00	649.00
	( General Fund Building Mtce Communications )				
	Invoice Extension ---->				649.00
	Vendor Total ----->				649.00

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 206 E COOK ST \*\*\* VENDOR.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)  
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 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
	90427 PW-LANDFILL BILLING SEPT 2022	11-22 10/12/22 N N N			2010
	A-NET30 FROM INVOICE				
0001	PW-LANDFILL BILLING SEPT 2022	71 4454 2150	1	30.00	30.00
	( MEASURE A MEASURE A Profl Services )				
	Invoice Extension ---->				30.00

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 206 E COOK ST \*\*\* VENDOR.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
90448	PD-ACCOUNTS RECEIVABLE BILLINGS	11-22	10/14/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description		G/L Account No	Unit(s) Unit Cost	Amount
0001	MDC SERVICES SEPT 2022		01 4200 1550 ( General Fund Police Op Supp/Expense )	1 1026.06	1026.06
				Invoice Extension ---->	1026.06

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
90449	PD-DISPATCH SERVICE GUAD	11-22	10/14/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description		G/L Account No	Unit(s) Unit Cost	Amount
0001	PD-DISPATCH SERVICE GUAD		01 4200 2350 ( General Fund Police Svcs.Other Agen )	1 4197.16	4197.16
0002	PD-DISPATCH SERVICE GUAD		01 4220 2350 ( General Fund Fire Svcs.Other Agen )	1 2013.09	2013.09
				Invoice Extension ---->	6210.25
				Vendor Total ----->	7266.31

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 867 GUADALUPE ST \*\*\* VENDOR.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
75121	WWTP-HOW LINES FLOW AT TREATMENT PLANT	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description		G/L Account No	Unit(s) Unit Cost	Amount
0001	WWTP-HOW LINES FLOW AT TREATMENT PLANT		12 4425 2150 ( Wst.Wtr.Op.Fund Wastewater Profl Services )	1 4619.97	4619.97
				Invoice Extension ---->	4619.97
				Vendor Total ----->	4619.97

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 3755 WASHINGTON BLVD \*\*\* VENDOR.: COR01 (CORBIN WILLITS SYSTEM CORP)  
 SUITE #204

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
00C210151	FINANCE - MONTHLY INVOICE - ENHANCEMENT FEE	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description		G/L Account No	Unit(s) Unit Cost	Amount
0001	FINANCE - MONTHLY INVOICE - ENHANCEMENT FEE		01 4120 2150 ( General Fund Finance Profl Services )	1 628.89	628.89
				Invoice Extension ---->	628.89
				Vendor Total ----->	628.89

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 ANIMAL HEALTH & REGULATION \*\*\* VENDOR.: COU04 (PUBLIC HEALTH DEPARTMENT)  
 300 N. SAN ANTONIO ROAD

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
FY22-23Q1	ADM-ANIMAL SERVICES-1ST QUARTER FY22-23	11-22	07/01/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description		G/L Account No	Unit(s) Unit Cost	Amount
0001	ADM-ANIMAL SERVICES-1ST QUARTER FY22-23		01 4140 2350 ( General Fund Non-Departmentl Svcs.Other Agen )	1 16185.00	16185.00
				Invoice Extension ---->	16185.00
				Vendor Total ----->	16185.00

3450 CAMINO DEL SOL \*\*\* VENDOR.: CPP02 (COMMANDER PRINTED PRODUCTS)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
113902 ADM-ENVELOPES #10 REGULAR FOR ADM	11-22	10/20/20 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 BUILDING		01 4405 1200	1 117.68	117.68
		( General Fund Bldg and Safety Off Suppl/Postg )		
0002 ADMIN		01 4105 1200	1 117.68	117.68
		( General Fund Administration Off Suppl/Postg )		
			Invoice Extension ---->	235.36
			Vendor Total ----->	235.36

ACCOUNT SERVICES \*\*\* VENDOR.: DEP09 (DEPARTMENT OF JUSTICE)  
 P.O. BOX 944255

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
613281 PD-BLOOD ALCOHOL ANALYSIS	11-22	10/06/22 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 PD-BLOOD ALCOHOL ANALYSIS		01 4200 2150	1 70.00	70.00
		( General Fund Police Profl Services )		
			Invoice Extension ---->	70.00
			Vendor Total ----->	70.00

927 SLEEPY HOLLOW RD \*\*\* VENDOR.: DLA01 (DE LAPIDE & ASSOCIATES, INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
202211011 ADM-6TH CYCLE HOUSING ELEMENT	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 ADM-6TH CYCLE HOUSING ELEMENT		01 4405 2150	1 10000.00	10000.00
		( General Fund Bldg and Safety Profl Services )		
			Invoice Extension ---->	10000.00
			Vendor Total ----->	10000.00

1198 N. GROVE STREET \*\*\* VENDOR.: DOO01 (DOOLEY ENTERPRISES, INC. DISTRIBUTOR)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
64126 PD-9MM 115GR,9MM 147GR,40 S&W 180GR, 45 AUTO	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 PD-9MM 115GR,9MM 147GR,40 S&W 180GR, 45 AUTO		01 4200 1550	1 2848.92	2848.92
		( General Fund Police Op Supp/Expense )		
			Invoice Extension ---->	2848.92
			Vendor Total ----->	2848.92

LYNNE SINGER CPA \*\*\* VENDOR.: EDI01 (EARTH DESIGN INTERNATIONAL, INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
AD2022003 ADM-CANNABIS PLANNING SERVICES	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount

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 LYNNE SINGER CPA \*\*\* VENDOR.: EDI01 (EARTH DESIGN INTERNATIONAL, INC.)  
 P.O.BOX 99  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-CANNABIS PLANNING SERVICES	01 HEMP 2150 ( General Fund CANNABIS Profl Services )	1	5429.45	5429.45
				Invoice Extension ---->	5429.45
				Vendor Total ----->	5429.45 =====

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 2825 S. ELM AVENUE #103 \*\*\* VENDOR.: ERN01 (ERNEST PACKAGING SOLUTIONS INC.)  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-SPARTAN SPARCHLOR-NO RINS SANIT DOCK	01 4145 1550 ( General Fund Building Mtce Op Supp/Expense )	1	67.45	67.45
				Invoice Extension ---->	67.45
				Vendor Total ----->	67.45 =====

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 P.O.BOX 208728 \*\*\* VENDOR.: EWI01 (EWING CORP.)  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-XFS0912500 12IN 9GPH 500 FT	63 4472 1550 ( Pas L&L Dist HOUSING IMPACT Op Supp/Expense )	1	385.46	385.46
				Invoice Extension ---->	385.46
				Vendor Total ----->	385.46 =====

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 JUSTIN HILL \*\*\* VENDOR.: FAI01 (FAILSAFE TESTING, LLC)  
 2037 W. BULLARD AVE #523  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-GROUND LADDERS TESTING	01 4220 1400 ( General Fund Fire Equipment Maint )	1	814.46	814.46
				Invoice Extension ---->	814.46
				Vendor Total ----->	814.46 =====

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 P.O BOX 740407 \*\*\* VENDOR.: FRO01 (FRONTIER COMMUNICATIONS)  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

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Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#805-343-5512-041588-5	01 4145 1150 ( General Fund Building Mtce Communications )	1	95.92	95.92
				Invoice Extension ---->	95.92

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 P.O BOX 740407 \*\*\* VENDOR.: FRO01 (FRONTIER COMMUNICATIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
103122	P&R-ACCT#:805-343-5713-061406-5	11-22	10/07/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:805-343-5713-061406-5	01	4145 1150	1	12.65	12.65
		( General Fund Building Mtce Communications )				
		Invoice Extension ---->				12.65

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
102822A	P&R-ACCT#:805-343-0362-071975-5	11-22	10/28/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:805-343-0362-071975-5	01	4145 1150	1	640.29	640.29
		( General Fund Building Mtce Communications )				
		Invoice Extension ---->				640.29
		Vendor Total ----->				748.86

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 DBA: PROTECTO \*\*\* VENDOR.: GRE01 (MARK GREEN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
30	ADM-PLAN CHECK SERVICES - OCT 2022	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	2022 CODE ADOPTION	01	4405 2150	1	225.00	225.00
		( General Fund Bldg and Safety Profl Services )				
0002	BAEZ ADU 4632 POINT SAL	01	4405 2150	1	225.00	225.00
		( General Fund Bldg and Safety Profl Services )				
0003	RAMIREZ ADU 256 TOGNAZZINI	01	4405 2150	1	75.00	75.00
		( General Fund Bldg and Safety Profl Services )				
0004	TRUSPRO AS-BUILT ADDITIONS	01	4405 2150	1	225.00	225.00
		( General Fund Bldg and Safety Profl Services )				
0005	OLIVERA ST APARTMENTS DUPLEX	01	4405 2150	1	150.00	150.00
		( General Fund Bldg and Safety Profl Services )				
0006	GUADALUPE ROYAL THEATER	79	4542 3150	1	600.00	600.00
		( OB 2019-3 Prjct RDA BOND REFI Imp.Other/Build )				
		Invoice Extension ---->				1500.00
		Vendor Total ----->				1500.00

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 P.O. BOX 337 \*\*\* VENDOR.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
90529	P&R-OUTDR LIQ BLCH CON 1210Z	11-22	10/07/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-OUTDR LIQ BLCH CON 1210Z	01	4300 1500	1	13.04	13.04
		( General Fund Parks & Rec Equipment Replc )				
		Invoice Extension ---->				13.04

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
90810	PW-STREETS-PROPAN CYLNRD STL WHT 30LB	11-22	10/10/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-STREETS-PROPAN CYLNRD STL WHT 30LB	71	4454 1550	1	146.21	146.21
		( MEASURE A MEASURE A Op Supp/Expense )				
		Invoice Extension ---->				146.21

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
90932	PW-STREETS-MARINE SALT WATER NOZZLE	11-22	10/11/22 N N N	A-NET30 FROM INVOICE	2010



\*\*\* VENDOR.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
0001	PW-STREETS-MARINE SALT WATER NOZZLE	63 4472 1550		( Pas L&L Dist HOUSING IMPACT Op Supp/Expense )	92.39
				Invoice Extension ---->	92.39

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
90967	P&R-BUILDING-22-18 RD VINYL INS BUTT CONNEC	11-22	10/11/22 N N N	A-NET30 FROM INVOICE	2010
0001	P&R-BUILDING-22-18 RD VINYL INS BUTT CONNEC	01 4145 1550		( General Fund Building Mtce Op Supp/Expense )	6.57
				Invoice Extension ---->	6.57

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
90995	P&R-PTO LOCK-PIN 5/16''X2-5/8'' ROUND	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010
0001	P&R-PTO LOCK-PIN 5/16''X2-5/8'' ROUND	01 4300 1500		( General Fund Parks & Rec Equipment Replc )	25.03
				Invoice Extension ---->	25.03

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
91142	PW-STREETS-INKZALL LG CHSL TIP BLUE	11-22	10/13/22 N N N	A-NET30 FROM INVOICE	2010
0001	PW-STREETS-INKZALL LG CHSL TIP BLUE	71 4454 1550		( MEASURE A MEASURE A Op Supp/Expense )	59.40
				Invoice Extension ---->	59.40

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
91507	PW/STREETS-1/2 PVC CAP FPT SCH40	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010
0001	PW/STREETS-1/2 PVC CAP FPT SCH40	63 4472 1550		( Pas L&L Dist HOUSING IMPACT Op Supp/Expense )	175.58
				Invoice Extension ---->	175.58

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
91598	PW-STREETS-30 SPRINKLER KEY	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010
0001	PW-STREETS-30 SPRINKLER KEY	71 4454 1550		( MEASURE A MEASURE A Op Supp/Expense )	261.11
				Invoice Extension ---->	261.11

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
91637	WATER-1/2 DR 29PC IMPACT SOCKET SET	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010
0001	WATER-1/2 DR 29PC IMPACT SOCKET SET	10 4420 1550		( Wtr. Oper. Fund Water Operating Op Supp/Expense )	208.46
				Invoice Extension ---->	208.46

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
91660	WATER-1/2-13X3 HEX BOLT GR 5 Z	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010
0001	WATER-1/2-13X3 HEX BOLT GR 5 Z				

\*\*\* VENDOR.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

P.O. BOX 337

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-1/2-13X3 HEX BOLT GR 5 Z		10 4420 1550	1	12.19	12.19
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		12.19

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91691	PW/FINANCE-EXT CORD 16/2 SPT -2 6''L	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW/FINANCE-EXT CORD 16/2 SPT -2 6''L		71 4454 1550	1	8.68	8.68
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		8.68

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91755	PW-STREETS-GALV ANG 1-1/4X1-1/4X4FT SLOT	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-GALV ANG 1-1/4X1-1/4X4FT SLOT		71 4454 1550	1	21.10	21.10
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		21.10

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91805	WATER-KNEELING PAD	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-KNEELING PAD		10 4420 1550	1	8.16	8.16
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		8.16

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91819	WATER-NESTLE PURE LIFE 24PK	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-NESTLE PURE LIFE 24PK		10 4420 1550	1	6.08	6.08
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		6.08

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91832	PW-STREETS-CLOROX WIPE LEMON 35CT	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-CLOROX WIPE LEMON 35CT		71 4454 1550	1	48.87	48.87
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		48.87

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91899	PD-VELCROE	11-22	10/20/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-VELCROE		01 4200 1550	1	2.49	2.49
			( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->		2.49

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
91945	WATER-BIT DRILL 1-1/2'' SPEEDBOR	11-22	10/20/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount

\*\*\* VENDOR.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

P.O. BOX 337

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-BIT DRILL 1-1/2'' SPEEDBOR		10 4420 1550	1	6.51	6.51
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		6.51

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92320	PW-STREETS-5''X2'' RICHARD PRO	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-5''X2'' RICHARD PRO		89 4444 3051	1	70.01	70.01
			( CIP CIP 089-201 )			
				Invoice Extension ---->		70.01

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92325	PW-STREETS-LEVEL YELLOW 24''L	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-LEVEL YELLOW 24''L		89 4444 3051	1	35.87	35.87
			( CIP CIP 089-201 )			
				Invoice Extension ---->		35.87

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92404	WATER-BIT EXT 12'' LOCK N LOAD	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-BIT EXT 12'' LOCK N LOAD		10 4420 1550	1	15.21	15.21
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		15.21

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92550	PW-STREETS-GARDEN HOSE 5/8''X100'	11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-GARDEN HOSE 5/8''X100'		89 4444 3051	1	72.74	72.74
			( CIP CIP 089-201 )			
				Invoice Extension ---->		72.74

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92626	PW-STREETS-RAKE LEAF 22T 48''LX22''W	11-22	10/27/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-RAKE LEAF 22T 48''LX22''W		71 4454 1550	1	23.91	23.91
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		23.91

Vendor Total -----> 1319.61

120 S. STATE COLLEGE BLVD #200

\*\*\* VENDOR.: HDL02 (HDL COREN & CONE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
SIN022242	FINANCE-OCTOBER - DECEMBER 2022	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-OCTOBER - DECEMBER 2022		01 4120 2150	1	1412.50	1412.50
			( General Fund Finance Profl Services )			
				Invoice Extension ---->		1412.50

120 S. STATE COLLEGE BLVD #200

\*\*\* VENDOR.: HDL02 (HDL COREN & CONE)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Vendor Total ----->				1412.50 =====

WAGE WORKS INC  
 P.O.BOX 45772

\*\*\* VENDOR.: HEA03 (HEALTH EQUITY)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
NV4354242 FINANCE-HEALTHCARE BENEFIT PERIOD OCT 2022	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FINANCE-HEALTHCARE BENEFIT PERIOD OCT 2022	01	4140 0400	1 75.00	75.00
( General Fund Non-Departmentl Health Insuranc )				
Invoice Extension ---->				75.00
Vendor Total ----->				75.00 =====

P.O.BOX 825

\*\*\* VENDOR.: HEN01 (EAGLE ENERGY, INC)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
168433 PW-EXXON POLYREX EM	11-22	10/20/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 PW-EXXON POLYREX EM	12	4425 1560	1 292.44	292.44
( Wst.Wtr.Op.Fund Wastewater Fuels/Lubricant )				
Invoice Extension ---->				292.44

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196122 FIRE-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FIRE-FUEL CHARGES	01	4220 1560	1 398.63	398.63
( General Fund Fire Fuels/Lubricant )				
Invoice Extension ---->				398.63

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196124 WATER-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 WATER-FUEL CHARGES	10	4420 1560	1 178.61	178.61
( Wtr. Oper. Fund Water Operating Fuels/Lubricant )				
Invoice Extension ---->				178.61

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196125 WWTP-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 WWTP-FUEL CHARGES	12	4425 1560	1 289.65	289.65
( Wst.Wtr.Op.Fund Wastewater Fuels/Lubricant )				
Invoice Extension ---->				289.65

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196126 PW-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 PW-FUEL CHARGES	71	4454 1560	1 623.20	623.20
( MEASURE A MEASURE A Fuels/Lubricant )				
Invoice Extension ---->				623.20

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 P.O.BOX 825 \*\*\* VENDOR.: HEN01 (EAGLE ENERGY, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196133	P&R-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-FUEL CHARGES	01 4145 1560	1	186.72	186.72
		( General Fund Building Mtce Fuels/Lubricant )			
0002	P&R-FUEL CHARGES	01 4300 1560	1	186.73	186.73
		( General Fund Parks & Rec Fuels/Lubricant )			
				Invoice Extension ---->	373.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
196143	PD-FUEL CHARGES	11-22	10/15/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-FUEL CHARGES	01 4200 1560	1	2296.33	2296.33
		( General Fund Police Fuels/Lubricant )			
				Invoice Extension ---->	2296.33
				Vendor Total ----->	4452.31

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 DEPT 32-2502415643 \*\*\* VENDOR.: HOMO2 (HOME DEPOT CREDIT SERVICES)  
 P.O. BOX 78047

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
101322	APRIL-OCTOBER STATEMENT	11-22	10/13/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD CHARGES	01 4200 1550	1	157.63	157.63
		( General Fund Police Op Supp/Expense )			
0002	PW CHARGES	89 4444 3051	1	223.76	223.76
		( CIP CIP 089-201 )			
0003	WWTP CHARGES	12 4425 2150	1	86.37	86.37
		( Wst.Wtr.Op.Fund Wastewater Profl Services )			
0004	P&R CHARGES	01 4145 1550	1	1376.93	1376.93
		( General Fund Building Mtce Op Supp/Expense )			
				Invoice Extension ---->	1844.69
				Vendor Total ----->	1844.69

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 255 VOYAGER AVENUE \*\*\* VENDOR.: HTV01 (HARBOR TRUCK AND VAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
S044809B	FIRE-FINAL PAYMENT	11-22	10/07/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-FINAL PAYMENT	40 4225 1500	1	13030.55	13030.55
		( Fire Saf.Fund Fire Pub.Safety Equipment Replc )			
				Invoice Extension ---->	13030.55
				Vendor Total ----->	13030.55

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 P.O. BOX 1516 \*\*\* VENDOR.: ICO01 (ICONIX WATERWORKS (US) INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
216041209	WATER-1-1/2 INSULATION KIT W/HARDWARE EACH	11-22	08/30/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-1-1/2 INSULATION KIT W/HARDWARE EACH	10 4420 1550	1	97.88	97.88
		( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->	97.88

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 P.O. BOX 1516 \*\*\* VENDOR.: ICO01 (ICONIX WATERWORKS (US) INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
216047691	WATER-6X6 FLG 90 EKK IMP	11-22	10/03/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-6X6 FLG 90 EKK IMP	10 4420 1550	1	2868.24	2868.24
( Wtr. Oper. Fund Water Operating Op Supp/Expense )					
Invoice Extension ---->					2868.24

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
216051699	WATER-6HX48 MJ BURY	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-6HX48 MJ BURY	10 4420 1550	1	639.64	639.64
( Wtr. Oper. Fund Water Operating Op Supp/Expense )					
Invoice Extension ---->					639.64

Vendor Total -----> 3605.76  
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 4352 Foxenwood Circle \*\*\* VENDOR.: INT01 (INTEGRITY PLANNING)  
 LARRY APPEL

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
58	ADM-PLANNING SERVICES - OCT 2022	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-PLANNING SERVICES - OCT 2022	01 4405 2150	1	7020.00	7020.00
( General Fund Bldg and Safety Profl Services )					
0002	ADM-PLANNING SERVICES - OCT 2022	01 4405 2150	1	510.00	510.00
( General Fund Bldg and Safety Profl Services )					
0003	ADM-PLANNING SERVICES - OCT 2022	01 2070 09	1	60.00	60.00
( General Fund KIMBELL )					
0004	ADM-PLANNING SERVICES - OCT 2022	01 2070 08	1	150.00	150.00
( General Fund Snowy Plover Lane )					
Invoice Extension ---->					7740.00

Vendor Total -----> 7740.00  
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 P.O. BOX 1463 \*\*\* VENDOR.: ITE01 (ITECH SOLUTIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10972	ADM-LABOR	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	COMPUTER CONNECTIONS - RECREATION DEPT FILMING	01 4140 2151	1	450.00	450.00
( General Fund Non-Departmentl IT Services )					
Invoice Extension ---->					450.00

Vendor Total -----> 450.00  
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 2011 PREISKER LANE SUITE A \*\*\* VENDOR.: JAC02 (JACK'S ALL AMERICAN PLUMBING)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
129008	P&R-CALLED OUT FOR MAINLINE STOPPAGE	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-CALLED OUT FOR MAINLINE STOPPAGE	01 4145 2150	1	520.00	520.00
( General Fund Building Mtce Profl Services )					
Invoice Extension ---->					520.00

2011 PREISKER LANE SUITE A \*\*\* VENDOR.: JAC02 (JACK'S ALL AMERICAN PLUMBING)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->	520.00 =====

A PROFESSIONAL LAW CORPORATION \*\*\* VENDOR.: LCW01 (LIEBERT CASSIDY WHITMORE)  
 6033 W. CENTURY BLVD 5TH FLOOR

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
093022	ADM-PERSONNEL LEGAL SERVICES	11-22	09/30/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ADM-PERSONNEL LEGAL SERVICES	01	4110 2150	1	2510.50	2510.50
		( General Fund City Attorney Profl Services )				
				Invoice Extension ---->		2510.50

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
226643	ADM-PERSONNEL LEGAL SERVICES	11-22	09/30/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ADM-PERSONNEL LEGAL SERVICES	01	4110 2150	1	207.50	207.50
		( General Fund City Attorney Profl Services )				
				Invoice Extension ---->		207.50
				Vendor Total ----->		2718.00 =====

P.O. BOX 153 \*\*\* VENDOR.: NOL01 (NO LIMIT TIRE INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
40931	PW-PW-TIRE DISPOSAL QTY 10	11-22	10/10/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-PW-TIRE DISPOSAL QTY 10	71	4454 1460	1	65.00	65.00
		( MEASURE A MEASURE A Vehicle Maintnc )				
				Invoice Extension ---->		65.00
				Vendor Total ----->		65.00 =====

DEPT 56-8510102155 \*\*\* VENDOR.: OFF01 (OFFICE DEPOT CREDIT PLAN)  
 P.O. BOX 78004

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
111497001	PD- AWARD PLAQUES	11-22	10/11/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INV#:2711111497001 & 271136278001	01	4200 1550	1	54.50	54.50
		( General Fund Police Op Supp/Expense )				
				Invoice Extension ---->		54.50

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
139801001	PD-AWARD PLAQUES	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PD-AWARD PLAQUES	01	4200 1550	1	36.95	36.95
		( General Fund Police Op Supp/Expense )				
				Invoice Extension ---->		36.95

DEPT 56-8510102155 \*\*\* VENDOR.: OFF01 (OFFICE DEPOT CREDIT PLAN)  
 P.O. BOX 78004

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
593063001 FINANCE-WEBCAM, LOGITECH	11-22	09/28/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 MONITORS FOR TEMPEE	01 4120 1200	1	266.40	266.40
	( General Fund Finance Off Suppl/Postg )			
			Invoice Extension ---->	266.40
			Vendor Total ----->	357.85

P.O. BOX 404642 \*\*\* VENDOR.: POL02 (POLYDYNE INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1684889 PW-CLARIFLOC WE-1289	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 PW-CLARIFLOC WE-1289	12 4425 1550	1	4271.63	4271.63
	( Wst.Wtr.Op.Fund Wastewater Op Suppl/Expense )			
			Invoice Extension ---->	4271.63
			Vendor Total ----->	4271.63

POSTAGE FUNDING \*\*\* VENDOR.: QUA01 (QUADIENT FINANCE USA, INC.)  
 P.O. BOX 6813

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
101222 FINANCE-POSTAGE	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 FINANCE-POSTAGE	10 4420 1200	1	1558.51	1558.51
	( Wtr. Oper. Fund Water Operating Off Suppl/Postg )			
0002 FINANCE-POSTAGE	12 4425 1200	1	1558.51	1558.51
	( Wst.Wtr.Op.Fund Wastewater Off Suppl/Postg )			
			Invoice Extension ---->	3117.02
			Vendor Total ----->	3117.02

555 GUADALUPE ST \*\*\* VENDOR.: REY01 (REYNA AUTO REPAIR)  
 JUAN C. REYNA

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
4771 PD-MOTOR OIL, OIL FILTER	11-22	10/24/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001 PD-MOTOR OIL, OIL FILTER	01 4200 1460	1	80.00	80.00
	( General Fund Police Vehicle Maintnc )			
			Invoice Extension ---->	80.00
			Vendor Total ----->	80.00

GUADALUPE BUILDING INSPECTIONS \*\*\* VENDOR.: ROS04 (DAVID ROSE)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
10A ADM-BUILDING INSPECTION SERVICES-OCT 2022	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No	Unit(s)	Unit Cost	Amount



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 GUADALUPE BUILDING INSPECTIONS

\*\*\* VENDOR.: ROS04 (DAVID ROSE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-BUILDING INSPECTION SERVICES-OCT 2022	01	4405 2150	1	3778.75	3778.75
			( General Fund Bldg and Safety Profl Services )			
				Invoice Extension ---->		3778.75
				Vendor Total ----->		3778.75

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 798 FRANCIS AVE

\*\*\* VENDOR.: SAN25 (SAN LUIS POWER HOUSE, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
48246	WATER-OBISPO BOOSTING STATION GENERATOR 303 OBISPO	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-OBISPO BOOSTING STATION GENERATOR 303 OBISPO	10	4420 2150	1	1794.33	1794.33
			( Wtr. Oper. Fund Water Operating Profl Services )			
				Invoice Extension ---->		1794.33

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
48247	WATER-PASADERA WELL GENERATOR	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-PASADERA WELL GENERATOR	10	4420 2150	1	245.00	245.00
			( Wtr. Oper. Fund Water Operating Profl Services )			
				Invoice Extension ---->		245.00
				Vendor Total ----->		2039.33

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 P.O. BOX 31001-2620

\*\*\* VENDOR.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
03021429	PW-12''X18'' TEMP NO PARKING DATE/T	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADMIN CHARGES- SPECIAL PROJECTS	71	4454 1550	1	120.62	120.62
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		120.62

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
03021430	PW-MLK WB100 LIME WIND BREAKER	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADMIN CHARGES - SPECIAL PROJECTS	71	4454 1550	1	71.94	71.94
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		71.94
				Vendor Total ----->		192.56

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 P.O. BOX 78004

\*\*\* VENDOR.: STAl1 (STAPLES CREDIT PLAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
148630921	ADM-COPY PAPER FOR ADMIN DEPT	11-22	09/28/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount

P.O. BOX 78004

\*\*\* VENDOR.: STAl1 (STAPLES CREDIT PLAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ADM-COPY PAPER FOR ADMIN DEPT	01	4140 1200	1	221.81	221.81
		( General Fund Non-Departmentl Off Suppl/Postg )				
				Invoice Extension ---->		221.81
				Vendor Total ----->		221.81

LOCK BOX 203556

\*\*\* VENDOR.: TYL01 (TYLER TECHNOLOGIES, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
025398056	ADM-JENNA HYNN HACKFORT	11-22	10/12/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ADM-JENNA HYNN HACKFORT	89	4444 3044	1	866.25	866.25
		( CIP CIP 089-104 )				
				Invoice Extension ---->		866.25
				Vendor Total ----->		866.25

712 FIERO LANE SUITE #33

\*\*\* VENDOR.: ULT01 (ULTREX)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
3589377	ADM- COPIES	11-22	09/29/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ADM- COPIES	01	4405 1550	1	119.30	119.30
		( General Fund Bldg and Safety Op Supp/Expense )				
0002	ADM- COPIES	01	4200 1550	1	141.79	141.79
		( General Fund Police Op Supp/Expense )				
0003	ADM- COPIES	01	4120 1550	1	103.89	103.89
		( General Fund Finance Op Supp/Expense )				
0004	ADM- COPIES	01	4220 1550	1	.00	.00
		( General Fund Fire Op Supp/Expense )				
0005	ADM- COPIES	01	4105 1550	1	899.00	899.00
		( General Fund Administration Op Supp/Expense )				
0006	ADM- COPIES	01	4300 1550	1	20.44	20.44
		( General Fund Parks & Rec Op Supp/Expense )				
				Invoice Extension ---->		1284.42
				Vendor Total ----->		1284.42

P.O. BOX 9004-C#322222

\*\*\* VENDOR.: USA01 (U.S.A. BLUEBOOK INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
145115	WWTP-HACH INTELICAL RUGGED LDO	11-22	10/17/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-HACH INTELICAL RUGGED LDO	12	4425 1500	1	2305.94	2305.94
		( Wst.Wtr.Op.Fund Wastewater Equipment Replc )				
				Invoice Extension ---->		2305.94

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
157213	PW-MALE X MALE HEX NIPPLE 1-1/2''	11-22	10/27/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount

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 P.O. BOX 9004-C#322222 \*\*\* VENDOR.: USA01 (U.S.A. BLUEBOOK INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-MALE X MALE HEX NIPPLE 1-1/2''	12	4425 1550	1	469.06	469.06
			( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )			
				Invoice Extension ---->		469.06
				Vendor Total ----->		2775.00

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 P.O. BOX 790428 \*\*\* VENDOR.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
011348935	PD-POSITIVE PROMOTIONS	11-22	09/14/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-POSITIVE PROMOTIONS	01	4220 1550	1	135.85	135.85
			( General Fund Fire Op Supp/Expense )			
				Invoice Extension ---->		135.85

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
043073603	PD-SP CUTRATE BATTERIES	11-22	09/22/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-SP CUTRATE BATTERIES	01	4220 1400	1	396.16	396.16
			( General Fund Fire Equipment Maint )			
				Invoice Extension ---->		396.16

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
044343795	PD-SAFARILAND-CHIEF GUN HOLSTER	11-22	10/04/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-SAFARILAND-CHIEF GUN HOLSTER	01	4200 1550	1	241.43	241.43
			( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->		241.43

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
180090048	PD-CHIEF-AMMO/ MAGAZINE	11-22	10/04/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-CHIEF-AMMO/ MAGAZINE	01	4200 1550	1	166.19	166.19
			( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->		166.19

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
387555382	QUICK ID CARD	11-22	09/23/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	QUICK ID CARD	01	4200 1550	1	17.45	17.45
			( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->		17.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
670539234	FIRE-PERISHABLE SILLS TRAINING	11-22	09/23/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-PERISHABLE SILLS TRAINING	01	4200 1300	1	858.29	858.29
			( General Fund Police Bus Exp/Train )			
				Invoice Extension ---->		858.29

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 P.O. BOX 790428                   \*\*\* VENDOR.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
696190853 FIRE-OHOSTING OPTIONAL SKILLS TRAINING RECEIPT	11-22	10/04/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FIRE-OHOSTING OPTIONAL SKILLS TRAINING RECEIPT	01 4220 1300		1 39.90	39.90
	( General Fund Fire Bus Exp/Train )			
			Invoice Extension ---->	39.90
			Vendor Total ----->	1855.27

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 P.O. BOX 660108                   \*\*\* VENDOR.: VER05 (VERIZON WIRELESS)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
918491298 ADM-COMMUNICATIONS	11-22	11/10/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 ADM-COMMUNICATIONS	71 4454 1150		1 249.30	249.30
	( MEASURE A MEASURE A Communications )			
0002 ADM-COMMUNICATIONS	12 4425 1150		1 151.18	151.18
	( Wst.Wtr.Op.Fund Wastewater Communications )			
0003 ADM-COMMUNICATIONS	10 4420 1150		1 151.18	151.18
	( Wtr. Oper. Fund Water Operating Communications )			
0004 ADM-COMMUNICATIONS	01 4200 1150		1 50.63	50.63
	( General Fund Police Communications )			
0005 ADM-COMMUNICATIONS	01 4300 1150		1 75.94	75.94
	( General Fund Parks & Rec Communications )			
0006 ADM-COMMUNICATIONS	01 4145 1150		1 25.32	25.32
	( General Fund Building Mtce Communications )			
			Invoice Extension ---->	703.55
			Vendor Total ----->	703.55

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 612 CLARION COURT               \*\*\* VENDOR.: WAL01 (WALLACE GROUP, A CALIFORNIA CORPORATION)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
57698 PW-LABOR-PRE CONSTRUCTION	11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 PW-LABOR-PRE CONSTRUCTION	89 4444 3083		1 1261.26	1261.26
	( CIP CIP 089-503 )			
			Invoice Extension ---->	1261.26
			Vendor Total ----->	1261.26

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 4579 DEL MAR DR               \*\*\* VENDOR.: \R001 (JULIO ROCHIN )

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
000C21101 MQ CUSTOMER REFUND FOR ROC0006	11-22	10/04/22 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 MQ CUSTOMER REFUND FOR ROC0006	10 2049		1 115.94	115.94
	( Wtr. Oper. Fund Interim Refunds Payable - MQ )			
			Invoice Extension ---->	115.94
			Vendor Total ----->	115.94

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\*\* Total Invoices ----> 132173.81  
 \*\* Total Checks ----> .00  
 \*\*\* Total Purchases ---> 132173.81

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FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
01	2004		D.J. FARMS//General Fund		1640.00				
01	2010		Accounts Payable//General Fund		-84004.16				
01	2070	011	Hwy 1 Gen Auto Repair//General		1420.00				
01	2070	06	La Guardia Townhomes//General F		480.00				
01	2070	08	Snowy Plover Lane//General Fund		150.00				
01	2070	09	KIMBELL//General Fund		1260.00				
01	2070	10	CENTRAL COAST PROCESSING//Gener		3140.00				
01	2070	101	Element 7//General Fund		640.00				
01	2070	11	147 Tognazzini Lot Merger//Gene		240.00				
01	20CR		CRANDALL 12th ST. APARTMENTS//G		160.00				
01	4105	1200	Administratio/Off Suppl/Pos/Gen		235.31	676.93	1136.24	1500.00	363.76
01	4105	1550	Administratio/Op Supp/Expen/Gen		899.00	611.96	1659.55	3400.00	1740.45
01	4105	2150	Administratio/Profl Service/Gen		295.00	904.45	1199.45	5500.00	4300.55
01	4110	2150	City Attorney/Profl Service/Gen		2718.00	19786.00	28121.50	110000.00	81878.50
01	4120	1200<*>	Finance/Off Suppl/Pos/General F		266.40	1095.57	3210.33	3000.00	-210.33
01	4120	1550<*>	Finance/Op Supp/Expen/General F		103.89	395.34	1828.39	1600.00	-228.39
01	4120	2150	Finance/Profl Service/General F		2041.39	3299.17	5340.56	14628.00	9287.44
01	4140	0400	Non-Departmen/Health Insura/Gen		75.00	1485.50	1712.83	2600.00	887.17
01	4140	1200	Non-Departmen/Off Suppl/Pos/Gen		221.81	244.64	466.45	2100.00	1633.55
01	4140	2151	Non-Departmen/IT Services/Gener		920.00	26684.65	36067.05	142129.00	106061.95
01	4140	2350	Non-Departmen/Svcs.Other Ag/Gen		16185.00	2673.00	18858.00	86600.00	67742.00
01	4145	1150	Building Mtce/Communication/Gen		1423.18	3381.66	5354.48	16000.00	10645.52
01	4145	1550	Building Mtce/Op Supp/Expen/Gen		1450.95	1938.04	3933.62	35639.00	31705.38
01	4145	1560<*>	Building Mtce/Fuels/Lubrica/Gen		186.72	567.60	839.61	750.00	-89.61
01	4145	2150	Building Mtce/Profl Service/Gen		655.48	4202.42	7275.52	135574.00	128298.48
01	4200	1150	Police/Communication/General Fu		50.63	2181.88	3312.77	10000.00	6687.23
01	4200	1300<*>	Police/Bus Exp/Train/General Fu		858.29	3023.33	15833.44	13500.00	-2333.44
01	4200	1460	Police/Vehicle Maint/General Fu		80.00	374.50	700.21	6000.00	5299.79
01	4200	1550	Police/Op Supp/Expen/General Fu		5053.61	4901.55	14475.01	24000.00	9524.99
01	4200	1560	Police/Fuels/Lubrica/General Fu		2296.33	7567.87	13183.24	35000.00	21816.76
01	4200	2150	Police/Profl Service/General Fu		70.00	2000.00	2170.00	6000.00	3830.00
01	4200	2350	Police/Svcs.Other Ag/General Fu		4197.16	6034.71	11353.87	62000.00	50646.13
01	4220	1300	Fire/Bus Exp/Train/General Fund		39.90	14.75	330.65	5000.00	4669.35
01	4220	1400	Fire/Equipment Mai/General Fund		1210.62	182.07	2689.02	4000.00	1310.98
01	4220	1460	Fire/Vehicle Maint/General Fund		821.40	2373.59	3431.71	6500.00	3068.29
01	4220	1550	Fire/Op Supp/Expen/General Fund		170.54	3710.13	4854.61	15200.00	10345.39
01	4220	1560	Fire/Fuels/Lubrica/General Fund		398.63	2034.73	3152.26	12600.00	9447.74
01	4220	2350	Fire/Svcs.Other Ag/General Fund		2013.09	2013.08	4026.17	24200.00	20173.83
01	4300	1150	Parks & Rec/Communication/Gener		75.94	246.59	405.41	4000.00	3594.59
01	4300	1200	Parks & Rec/Off Suppl/Pos/Gener		40.74	80.50	336.02	500.00	163.98
01	4300	1500<*>	Parks & Rec/Equipment Rep/Gener		38.07	258.93	297.00	.00	-297.00
01	4300	1550	Parks & Rec/Op Supp/Expen/Gener		158.03	2273.69	3986.39	32572.00	28585.61
01	4300	1560	Parks & Rec/Fuels/Lubrica/Gener		186.73	582.56	854.57	1000.00	145.43
01	4300	2150	Parks & Rec/Profl Service/Gener		2.14	7880.50	10193.26	40500.00	30306.74

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
01	4405	1200	Bldg and Safe/Off Suppl/Pos/Gen	117.68	157.56	.00	275.24	300.00	24.76
01	4405	1550	Bldg and Safe/Op Supp/Expen/Gen	119.30	56.38	226.12	401.80	1050.00	648.20
01	4405	2150	Bldg and Safe/Profl Service/Gen	23768.75	21393.43	9610.66	54772.84	120000.00	65227.16
01	HEMP	2150<*>	CANNABIS/Profl Service/General	5429.45	13402.42	1125.00	19956.87	.00	-19956.87
Fund (01 ) Total ---->				.00	150691.68	62430.10	287995.94	984942.00	696946.06
10	2010		Accounts Payable//Wtr. Oper. Fu	-12049.28					
10	2049		Interim Refunds Payable - MQ//W	115.94					
10	4420	1150	Water Operati/Communication/Wtr	151.18	582.15	173.86	907.19	4500.00	3592.81
10	4420	1200	Water Operati/Off Suppl/Pos/Wtr	1558.51	481.36	1548.22	3588.09	12300.00	8711.91
10	4420	1535	Water Operati/Meters/Wtr. Oper.	1503.47	2855.25	1645.75	6004.47	21200.00	15195.53
10	4420	1550	Water Operati/Op Supp/Expen/Wtr	6468.12	19783.37	9953.98	36205.47	77000.00	40794.53
10	4420	1560	Water Operati/Fuels/Lubrica/Wtr	178.61	1341.61	506.77	2026.99	6000.00	3973.01
10	4420	2150	Water Operati/Profl Service/Wtr	2073.45	4683.28	17219.93	23976.66	425000.00	401023.34
Fund (10 ) Total ---->				.00	29727.02	31048.51	72708.87	546000.00	473291.13
12	2010		Accounts Payable//Wst.Wtr.Op.Fu	-14989.14					
12	4425	1150	Wastewater/Communication/Wst.Wt	151.18	432.15	185.61	768.94	12000.00	11231.06
12	4425	1200	Wastewater/Off Suppl/Pos/Wst.Wt	1558.51	1305.24	1548.22	4411.97	12000.00	7588.03
12	4425	1500	Wastewater/Equipment Rep/Wst.Wt	2305.94	.00	.00	2305.94	309000.00	306694.06
12	4425	1550	Wastewater/Op Supp/Expen/Wst.Wt	5199.86	10188.68	2220.36	17608.90	36000.00	18391.10
12	4425	1560	Wastewater/Fuels/Lubrica/Wst.Wt	582.09	1084.28	309.20	1975.57	9000.00	7024.43
12	4425	2150	Wastewater/Profl Service/Wst.Wt	5191.56	74163.89	26803.16	106158.61	478000.00	371841.39
Fund (12 ) Total ---->				.00	87174.24	31066.55	133229.93	856000.00	722770.07
40	2010		Accounts Payable//Fire Saf.Fund	-13030.55					
40	4225	1500<*>	Fire Pub.Safe/Equipment Rep/Fir	13030.55	.00	.00	13030.55	.00	-13030.55
Fund (40 ) Total ---->				.00	.00	.00	13030.55	.00	-13030.55
63	2010		Accounts Payable//Pas L&L Dist	-1524.43					
63	4472	1550<*>	HOUSING IMPAC/Op Supp/Expen/Pas	653.43	.00	.00	653.43	.00	-653.43
63	4472	2150	HOUSING IMPAC/Profl Service/Pas	871.00	.00	871.00	1742.00	28500.00	26758.00
Fund (63 ) Total ---->				.00	.00	871.00	2395.43	28500.00	26104.57
71	2010		Accounts Payable//MEASURE A	-1746.36					

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
71	4454	1150	MEASURE A/Communication/MEASURE	249.30	232.66	112.07	594.03	2300.00	1705.97
71	4454	1460	MEASURE A/Vehicle Maint/MEASURE	65.00	1383.56	269.59	1718.15	4000.00	2281.85
71	4454	1550	MEASURE A/Op Supp/Expen/MEASURE	761.84	11050.81	14654.18	26466.83	42000.00	15533.17
71	4454	1560	MEASURE A/Fuels/Lubrica/MEASURE	623.20	3287.39	407.63	4318.22	11500.00	7181.78
71	4454	2150	MEASURE A/Profl Service/MEASURE	47.02	2530.73	4082.94	6660.69	157000.00	150339.31
Fund (71 ) Total ---->				.00	18485.15	19526.41	39757.92	216800.00	177042.08
79	2010		Accounts Payable//OB 2019-3 Prj	-600.00					
79	4542	3150	RDA BOND REFI/Imp.Other/Bui/OB	600.00	5010.85	157.50	5768.35	5459320.00	5453551.65
Fund (79 ) Total ---->				.00	5010.85	157.50	5768.35	5459320.00	5453551.65
89	2010		Accounts Payable//CIP	-4229.89					
89	4444	3044<*>	CIP/089-104/CIP	866.25	1575.00	7743.75	10185.00	.00	-10185.00
89	4444	3051<*>	CIP/089-201/CIP	402.38	133.75	1631.95	2168.08	.00	-2168.08
89	4444	3083<*>	CIP/089-503/CIP	1261.26	2228.13	.00	3489.39	.00	-3489.39
89	4444	3095<*>	CIP/City Hall Upg/CIP	1700.00	6534.00	.00	8234.00	.00	-8234.00
Fund (89 ) Total ---->				.00	10470.88	9375.70	24076.47	.00	-24076.47

VENDOR I.D.: A&V01 (ASHLEY & VANCE ENGINEERING INC.)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
66606-	PW-PROJECT MANAGEMENT/GENERAL PROGRESS OCT 2022	10/25/22	11-22	A		1700.00	.00	1700.00
		11/24/22	05-23					
** Vendor's Subtotal ----->						1700.00	.00	1700.00

VENDOR I.D.: AES01 (ALPHA ELECTRICAL SERVICE)

10680-	WWTP-SERVICE CALL-TROUBLESHOOT LIFT STATION	10/17/22	11-22	A		425.50	.00	425.50
		11/16/22	05-23					
** Vendor's Subtotal ----->						425.50	.00	425.50

VENDOR I.D.: AKE01 (AKESO OCCUPATIONAL HEALTH)

7920-	ADM-BASIC PHYSICAL EXAM	10/10/22	11-22	A		295.00	.00	295.00
		11/09/22	05-23					
** Vendor's Subtotal ----->						295.00	.00	295.00

VENDOR I.D.: AMA02 (AMAZON BUSINESS)

1KPGJPLDT-	FIRE-INV#:1J71-KPGJ-PLDT	10/11/22	11-22	A		34.69	.00	34.69
		11/10/22	05-23					
4VKGL1XNF-	WWTP-INV#:1QV4-VKG1-1XNF GREASE GUN	10/12/22	11-22	A		168.55	.00	168.55
		11/11/22	05-23					
JHLL77VMH-	PD-CAR ACCESORIES - 2PACK	10/24/22	11-22	A		26.07	.00	26.07
		11/23/22	05-23					
JWLDHTJX1-	P&R-BACKPACK SPRAYER	10/21/22	11-22	A		54.35	.00	54.35
		11/20/22	05-23					
KXKW4QLQF-	P&R-ZERO WASTE DOG WASTE ROLL BAGS	10/21/22	11-22	A		83.24	.00	83.24
		11/20/22	05-23					
LNLFP7M7M-C	WWTP-CREDIT#:1XRL-NLFP-7M7M	09/26/22	11-22	A		-206.61	.00	-206.61
		10/26/22	05-23					
M9KCY3766-	WWTP-INV#:1NWM-9KCY-3766 BLACK NITRILE GLOVES	09/26/22	11-22	A		402.33	.00	402.33
		10/26/22	05-23					
MY7HK69WL-	PD-REMOVABLE WORKING DOG PATCH,DOG TREATS,DOG VEST	10/18/22	11-22	A		57.56	.00	57.56
		11/17/22	05-23					
ND47MRCRG-	WWTP-INV#:1NQN-D47M-RCRG PLASTIC BOTTLES	10/21/22	11-22	A		94.90	.00	94.90
		11/20/22	05-23					
T4GVJ1VG4-	ADM-OFFICE SUPPLIES-ADMIN DEPT	10/24/22	11-22	A		117.63	.00	117.63
		11/23/22	05-23					
VD4GH6NYX-	PD-FISH OIL,DOG FOOD,DOG BED,DOG BOWL,GROOMING	10/18/22	11-22	A		276.57	.00	276.57
		11/17/22	05-23					
WFFNK3WF6-	P&R-TABLE RUNNER, WASLEY LARGE BLACK RECTANGLE	10/24/22	11-22	A		40.74	.00	40.74
		11/23/22	05-23					
** Vendor's Subtotal ----->						1150.02	.00	1150.02

VENDOR I.D.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)

NV0091340-	WATER-1 1/2'' OMNI R2 100CF	10/24/22	11-22	A		1503.47	.00	1503.47
		11/23/22	05-23					
** Vendor's Subtotal ----->						1503.47	.00	1503.47

VENDOR I.D.: ARA01 (ARAMARK UNIFORM SERVICES)

020120693-	PW/WATER-UNIFORM SERVICE	10/17/22	11-22	A		17.06	.00	17.06
		11/16/22	05-23					
020120723-	P&R-UNIFORM ALLOWANCE	10/17/22	11-22	A		66.68	.00	66.68
		11/16/22	05-23					
020120733-	PW-STREETS-UNIFORM SERVICE	10/17/22	11-22	A		10.64	.00	10.64
		11/16/22	05-23					
020122154-	WWTP-UNIFORM SERVICE	10/19/22	11-22	A		32.60	.00	32.60
		11/18/22	05-23					
020125268-	PW/WATER-UNIFORM ALLOWANCE	10/24/22	11-22	A		17.06	.00	17.06
		11/23/22	05-23					
020125343-	P&R-UNIFORM SERVICE	10/24/22	11-22	A		66.68	.00	66.68
		11/23/22	05-23					
020125364-	PW-STREETS-UNIFORM ALLOWANCE	10/24/22	11-22	A		10.64	.00	10.64
		11/23/22	05-23					



VENDOR I.D.: ARA01 (ARAMARK UNIFORM SERVICES)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
020127184-	WWT-UNIFORM ALLOWANCE	10/26/22	11-22	A		27.12	.00	27.12
		11/25/22	05-23					
** Vendor's Subtotal ----->						248.48	.00	248.48

VENDOR I.D.: ARC01 (ARCLIGHT MEDIA)

10246-	ADM-MONTHLY WEBSITE MAINTENANCE - JUNE 2022	07/01/22	11-22	A		170.00	.00	170.00
		07/31/22	05-23					
10290-	ADM-COUNCIL CHAMBERS AUDIO & VIDEO UPGRADES-ARPA	07/05/22	11-22	A		300.00	.00	300.00
		08/04/22	05-23					
** Vendor's Subtotal ----->						470.00	.00	470.00

VENDOR I.D.: BIL01 (BILL SCOTT CONSULTANT)

016-	ADM-PLANNING SERVICES -AUG15-OCT 31,2022	11/01/22	11-22	A		10480.00	.00	10480.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						10480.00	.00	10480.00

VENDOR I.D.: BRE02 (BRENNTAG PACIFIC, INC.)

BPI282201-	WATER-AMMONIUM SULFATE 40% NSF	10/14/22	11-22	A		1355.31	.00	1355.31
		11/13/22	05-23					
BPI284852-	WATER-L A CHEMCHLOR SOD HYPOCHL	10/25/22	11-22	A		1250.44	.00	1250.44
		11/24/22	05-23					
** Vendor's Subtotal ----->						2605.75	.00	2605.75

VENDOR I.D.: BUR04 (BURTON'S FIRE, INC.)

S58383-	FIRE-AUTO CHARGE 1000 PLC. W/BAR GRAPH DISPLAY	10/18/22	11-22	A		821.40	.00	821.40
		11/17/22	05-23					
** Vendor's Subtotal ----->						821.40	.00	821.40

VENDOR I.D.: CAS07 (CASSIA LANDSCAPE)

102229-	PW-LANSCAPE MAINTENANCE FOR OCT 2022	10/12/22	11-22	A		871.00	.00	871.00
		11/11/22	05-23					
** Vendor's Subtotal ----->						871.00	.00	871.00

VENDOR I.D.: CHA03 (CHARTER COMMUNICATIONS)

972101722-	P&R-ACCT#:8245 10 114 0090972	10/17/22	11-22	A		649.00	.00	649.00
		11/16/22	05-23					
** Vendor's Subtotal ----->						649.00	.00	649.00

VENDOR I.D.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)

90427-	PW-LANDFILL BILLING SEPT 2022	10/12/22	11-22	A		30.00	.00	30.00
		11/11/22	05-23					
90448-	PD-ACCOUNTS RECEIVABLE BILLINGS	10/14/22	11-22	A		1026.06	.00	1026.06
		11/13/22	05-23					
90449-	PD-DISPATCH SERVICE GUAD	10/14/22	11-22	A		6210.25	.00	6210.25
		11/13/22	05-23					
** Vendor's Subtotal ----->						7266.31	.00	7266.31

VENDOR I.D.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)

75121-	WWTP-HOW LINES FLOW AT TREATMENT PLANT	10/19/22	11-22	A		4619.97	.00	4619.97
		11/18/22	05-23					
** Vendor's Subtotal ----->						4619.97	.00	4619.97

VENDOR I.D.: COR01 (CORBIN WILLITS SYSTEM CORP)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
00C210151-	FINANCE - MONTHLY INVOICE - ENHANCEMENT FEE	10/15/22	11-22	A		628.89	.00	628.89
		11/14/22	05-23					
** Vendor's Subtotal ----->						628.89	.00	628.89

VENDOR I.D.: COU04 (PUBLIC HEALTH DEPARTMENT)

FY22-23Q1-	ADM-ANIMAL SERVICES-1ST QUARTER FY22-23	07/01/22	11-22	A		16185.00	.00	16185.00
		07/31/22	05-23					
** Vendor's Subtotal ----->						16185.00	.00	16185.00

VENDOR I.D.: CPP02 (COMMANDER PRINTED PRODUCTS)

113902-	ADM-ENVELOPES #10 REGULAR FOR ADM	10/20/20	11-22	A		235.36	.00	235.36
		11/19/20	05-23					
** Vendor's Subtotal ----->						235.36	.00	235.36

VENDOR I.D.: DEP09 (DEPARTMENT OF JUSTICE)

613281-	PD-BLOOD ALCOHOL ANALYSIS	10/06/22	11-22	A		70.00	.00	70.00
		11/05/22	05-23					
** Vendor's Subtotal ----->						70.00	.00	70.00

VENDOR I.D.: DLA01 (DE LAPIDE & ASSOCIATES, INC.)

202211011-	ADM-6TH CYCLE HOUSING ELEMENT	11/01/22	11-22	A		10000.00	.00	10000.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						10000.00	.00	10000.00

VENDOR I.D.: DOO01 (DOOLEY ENTERPRISES, INC. DISTRIBUTOR)

64126-	PD-9MM 115GR, 9MM 147GR, 40 S&W 180GR, 45 AUTO	10/17/22	11-22	A		2848.92	.00	2848.92
		11/16/22	05-23					
** Vendor's Subtotal ----->						2848.92	.00	2848.92

VENDOR I.D.: EDI01 (EARTH DESIGN INTERNATIONAL, INC.)

AD2022003-	ADM-CANNABIS PLANNING SERVICES	11/02/22	11-22	A		5429.45	.00	5429.45
		12/02/22	05-23					
** Vendor's Subtotal ----->						5429.45	.00	5429.45

VENDOR I.D.: ERN01 (ERNEST PACKAGING SOLUTIONS INC.)

90648097-	P&R-SPARTAN SPARCHLOR-NO RINS SANIT DOCK	10/20/22	11-22	A		67.45	.00	67.45
		11/19/22	05-23					
** Vendor's Subtotal ----->						67.45	.00	67.45

VENDOR I.D.: EWI01 (EWING CORP.)

17991400-	PW-XFS0912500 12IN 9GPH 500 FT	10/10/22	11-22	A		385.46	.00	385.46
		11/09/22	05-23					
** Vendor's Subtotal ----->						385.46	.00	385.46

VENDOR I.D.: FAI01 (FAILSAFE TESTING, LLC)

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Invoice No	Description	Invoice Date	Actual Period	G/L Account # Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm				
12437-	FIRE-GROUND LADDERS TESTING	10/11/22	11-22	A	814.46	.00	814.46
		11/10/22	05-23				
** Vendor's Subtotal ----->					814.46	.00	814.46

VENDOR I.D.: FRO01 (FRONTIER COMMUNICATIONS)

102822-	P&R-ACCT#805-343-5512-041588-5	10/28/22	11-22	A	95.92	.00	95.92
		11/27/22	05-23				
103122-	P&R-ACCT#:805-343-5713-061406-5	10/07/22	11-22	A	12.65	.00	12.65
		11/06/22	05-23				
102822A-	P&R-ACCT#:805-343-0362-071975-5	10/28/22	11-22	A	640.29	.00	640.29
		11/27/22	05-23				
** Vendor's Subtotal ----->					748.86	.00	748.86

VENDOR I.D.: GRE01 (MARK GREEN)

30-	ADM-PLAN CHECK SERVICES - OCT 2022	11/01/22	11-22	A	1500.00	.00	1500.00
		12/01/22	05-23				
** Vendor's Subtotal ----->					1500.00	.00	1500.00

VENDOR I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

90529-	P&R-OUTDR LIQ BLCH CON 121OZ	10/07/22	11-22	A	13.04	.00	13.04
		11/06/22	05-23				
90810-	PW-STREETS-PROPAN CYLNR STL WHT 30LB	10/10/22	11-22	A	146.21	.00	146.21
		11/09/22	05-23				
90932-	PW-STREETS-MARINE SALT WATER NOZZLE	10/11/22	11-22	A	92.39	.00	92.39
		11/10/22	05-23				
90967-	P&R-BUILDING-22-18 RD VINYL INS BUTT CONNEC	10/11/22	11-22	A	6.57	.00	6.57
		11/10/22	05-23				
90995-	P&R-PTO LOCK-PIN 5/16''X2-5/8'' ROUND	10/12/22	11-22	A	25.03	.00	25.03
		11/11/22	05-23				
91142-	PW-STREETS-INKZALL LG CHSL TIP BLUE	10/13/22	11-22	A	59.40	.00	59.40
		11/12/22	05-23				
91507-	PW-STREETS-1/2 PVC CAP FPT SCH40	10/17/22	11-22	A	175.58	.00	175.58
		11/16/22	05-23				
91598-	PW-STREETS-30 SPRINKLER KEY	10/18/22	11-22	A	261.11	.00	261.11
		11/17/22	05-23				
91637-	WATER-1/2 DR 29PC IMPACT SOCKET SET	10/18/22	11-22	A	208.46	.00	208.46
		11/17/22	05-23				
91660-	WATER-1/2-13X3 HEX BOLT GR 5 Z	10/18/22	11-22	A	12.19	.00	12.19
		11/17/22	05-23				
91691-	PW/FINANCE-EXT CORD 16/2 SPT -2 6''L	10/18/22	11-22	A	8.68	.00	8.68
		11/17/22	05-23				
91755-	PW-STREETS-GALV ANG 1-1/4X1-1/4X4FT SLOT	10/19/22	11-22	A	21.10	.00	21.10
		11/18/22	05-23				
91805-	WATER-KNEELING PAD	10/19/22	11-22	A	8.16	.00	8.16
		11/18/22	05-23				
91819-	WATER-NESTLE PURE LIFE 24PK	10/19/22	11-22	A	6.08	.00	6.08
		11/18/22	05-23				
91832-	PW-STREETS-CLOROX WIPE LEMON 35CT	10/19/22	11-22	A	48.87	.00	48.87
		11/18/22	05-23				
91899-	PD-VELCROE	10/20/22	11-22	A	2.49	.00	2.49
		11/19/22	05-23				
91945-	WATER-BIT DRILL 1-1/2'' SPEEDBOR	10/20/22	11-22	A	6.51	.00	6.51
		11/19/22	05-23				
92320-	PW-STREETS-5''X2'' RICHARD PRO	10/25/22	11-22	A	70.01	.00	70.01
		11/24/22	05-23				
92325-	PW-STREETS-LEVEL YELLOW 24''L	10/25/22	11-22	A	35.87	.00	35.87
		11/24/22	05-23				
92404-	WATER-BIT EXT 12'' LOCK N LOAD	10/25/22	11-22	A	15.21	.00	15.21
		11/24/22	05-23				
92550-	PW-STREETS-GARDEN HOSE 5/8''X100'	10/26/22	11-22	A	72.74	.00	72.74
		11/25/22	05-23				
92626-	PW-STREETS-RAKE LEAF 22T 48''LX22''W	10/27/22	11-22	A	23.91	.00	23.91
		11/26/22	05-23				
** Vendor's Subtotal ----->					1319.61	.00	1319.61

VENDOR I.D.: HDL02 (HDL COREN & CONE)

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Invoice No	Description	Invoice Date	Actual Period	G/L Account # Discount	Tm	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
SIN022242-	FINANCE-OCTOBER - DECEMBER 2022	10/24/22	11-22	A		1412.50	.00	1412.50
		11/23/22	05-23					
** Vendor's Subtotal ----->						1412.50	.00	1412.50

VENDOR I.D.: HEA03 (HEALTH EQUITY)

NV4354242-	FINANCE-HEALTHCARE BENEFIT PERIOD OCT 2022	10/25/22	11-22	A		75.00	.00	75.00
		11/24/22	05-23					
** Vendor's Subtotal ----->						75.00	.00	75.00

VENDOR I.D.: HEN01 (EAGLE ENERGY, INC)

168433-	PW-EXXON POLYREX EM	10/20/22	11-22	A		292.44	.00	292.44
		11/19/22	05-23					
196122-	FIRE-FUEL CHARGES	10/15/22	11-22	A		398.63	.00	398.63
		11/14/22	05-23					
196124-	WATER-FUEL CHARGES	10/15/22	11-22	A		178.61	.00	178.61
		11/14/22	05-23					
196125-	WWTP-FUEL CHARGES	10/15/22	11-22	A		289.65	.00	289.65
		11/14/22	05-23					
196126-	PW-FUEL CHARGES	10/15/22	11-22	A		623.20	.00	623.20
		11/14/22	05-23					
196133-	P&R-FUEL CHARGES	10/15/22	11-22	A		373.45	.00	373.45
		11/14/22	05-23					
196143-	PD-FUEL CHARGES	10/15/22	11-22	A		2296.33	.00	2296.33
		11/14/22	05-23					
** Vendor's Subtotal ----->						4452.31	.00	4452.31

VENDOR I.D.: HOM02 (HOME DEPOT CREDIT SERVICES)

101322-	APRIL-OCTOBER STATEMENT	10/13/22	11-22	A		1844.69	.00	1844.69
		11/12/22	05-23					
** Vendor's Subtotal ----->						1844.69	.00	1844.69

VENDOR I.D.: HTV01 (HARBOR TRUCK AND VAN)

S044809B-	FIRE-FINAL PAYMENT	10/07/22	11-22	A		13030.55	.00	13030.55
		11/06/22	05-23					
** Vendor's Subtotal ----->						13030.55	.00	13030.55

VENDOR I.D.: ICO01 (ICONIX WATERWORKS (US) INC.)

216041209-	WATER-1-1/2 INSULATION KIT W/HARDWARE EACH	08/30/22	11-22	A		97.88	.00	97.88
		09/29/22	05-23					
216047691-	WATER-6X6 FLG 90 EKK IMP	10/03/22	11-22	A		2868.24	.00	2868.24
		11/02/22	05-23					
216051699-	WATER-6HX48 MJ BURY	10/24/22	11-22	A		639.64	.00	639.64
		11/23/22	05-23					
** Vendor's Subtotal ----->						3605.76	.00	3605.76

VENDOR I.D.: INT01 (INTEGRITY PLANNING)

58-	ADM-PLANNING SERVICES - OCT 2022	11/01/22	11-22	A		7740.00	.00	7740.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						7740.00	.00	7740.00

VENDOR I.D.: ITE01 (ITECH SOLUTIONS)

10972-	ADM-LABOR	10/24/22	11-22	A		450.00	.00	450.00
		11/23/22	05-23					
** Vendor's Subtotal ----->						450.00	.00	450.00

VENDOR I.D.: JAC02 (JACK'S ALL AMERICAN PLUMBING)

Invoice No	Description	Invoice Date	Actual Period	G/L Account #	Gross Amount	Discount Amount	Net Amount
129008-	P&R-CALLED OUT FOR MAINLINE STOPPAGE	10/18/22	11-22	A	520.00	.00	520.00
		11/17/22	05-23				
** Vendor's Subtotal ----->					520.00	.00	520.00

VENDOR I.D.: LCW01 (LIEBERT CASSIDY WHITMORE)

093022-	ADM-PERSONNEL LEGAL SERVICES	09/30/22	11-22	A	2510.50	.00	2510.50
		10/30/22	05-23				
226643-	ADM-PERSONNEL LEGAL SERVICES	09/30/22	11-22	A	207.50	.00	207.50
		10/30/22	05-23				
** Vendor's Subtotal ----->					2718.00	.00	2718.00

VENDOR I.D.: NOL01 (NO LIMIT TIRE INC.)

40931-	PW-PW-TIRE DISPOSAL QTY 10	10/10/22	11-22	A	65.00	.00	65.00
		11/09/22	05-23				
** Vendor's Subtotal ----->					65.00	.00	65.00

VENDOR I.D.: OFF01 (OFFICE DEPOT CREDIT PLAN)

111497001-	PD- AWARD PLAQUES	10/11/22	11-22	A	54.50	.00	54.50
		11/10/22	05-23				
139801001-	PD-AWARD PLAQUES	10/12/22	11-22	A	36.95	.00	36.95
		11/11/22	05-23				
593063001-	FINANCE-WEBCAM, LOGITECH	09/28/22	11-22	A	266.40	.00	266.40
		10/28/22	05-23				
** Vendor's Subtotal ----->					357.85	.00	357.85

VENDOR I.D.: POL02 (POLYDYNE INC.)

1684889-	PW-CLARIFLOC WE-1289	10/19/22	11-22	A	4271.63	.00	4271.63
		11/18/22	05-23				
** Vendor's Subtotal ----->					4271.63	.00	4271.63

VENDOR I.D.: QUA01 (QUADIENT FINANCE USA, INC.)

101222-	FINANCE-POSTAGE	10/12/22	11-22	A	3117.02	.00	3117.02
		11/11/22	05-23				
** Vendor's Subtotal ----->					3117.02	.00	3117.02

VENDOR I.D.: REY01 (REYNA AUTO REPAIR)

4771-	PD-MOTOR OIL, OIL FILTER	10/24/22	11-22	A	80.00	.00	80.00
		11/23/22	05-23				
** Vendor's Subtotal ----->					80.00	.00	80.00

VENDOR I.D.: ROS04 (DAVID ROSE)

10A-	ADM-BUILDING INSPECTION SERVICES-OCT 2022	10/31/22	11-22	A	3778.75	.00	3778.75
		11/30/22	05-23				
** Vendor's Subtotal ----->					3778.75	.00	3778.75

VENDOR I.D.: SAN25 (SAN LUIS POWER HOUSE, INC)

48246-	WATER-OBISPO BOOSTING STATION GENERATOR 303 OBISPO	10/31/22	11-22	A	1794.33	.00	1794.33
		11/30/22	05-23				
48247-	WATER-PASADERA WELL GENERATOR	10/31/22	11-22	A	245.00	.00	245.00
		11/30/22	05-23				
** Vendor's Subtotal ----->					2039.33	.00	2039.33

VENDOR I.D.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
03021429-	PW-12''X18'' TEMP NO PARKING DATE/T	10/12/22	11-22	A			120.62	.00	120.62
		11/11/22	05-23						
03021430-	PW-MLK WB100 LIME WIND BREAKER	10/12/22	11-22	A			71.94	.00	71.94
		11/11/22	05-23						
** Vendor's Subtotal ----->							192.56	.00	192.56

VENDOR I.D.: ST11 (STAPLES CREDIT PLAN)

148630921-	ADM-COPY PAPER FOR ADMIN DEPT	09/28/22	11-22	A			221.81	.00	221.81
		10/28/22	05-23						
** Vendor's Subtotal ----->							221.81	.00	221.81

VENDOR I.D.: TYL01 (TYLER TECHNOLOGIES, INC.)

025398056-	ADM-JENNA HYNN HACKFORT	10/12/22	11-22	A			866.25	.00	866.25
		11/11/22	05-23						
** Vendor's Subtotal ----->							866.25	.00	866.25

VENDOR I.D.: ULT01 (ULTREX)

3589377-	ADM- COPIES	09/29/22	11-22	A			1284.42	.00	1284.42
		10/29/22	05-23						
** Vendor's Subtotal ----->							1284.42	.00	1284.42

VENDOR I.D.: USA01 (U.S.A. BLUEBOOK INC.)

145115-	WWTP-HACH INTELICAL RUGGED LDO	10/17/22	11-22	A			2305.94	.00	2305.94
		11/16/22	05-23						
157213-	PW-MALE X MALE HEX NIPPLE 1-1/2''	10/27/22	11-22	A			469.06	.00	469.06
		11/26/22	05-23						
** Vendor's Subtotal ----->							2775.00	.00	2775.00

VENDOR I.D.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)

011348935-	PD-POSITIVE PROMOTIONS	09/14/22	11-22	A			135.85	.00	135.85
		10/14/22	05-23						
043073603-	PD-SP CUTRATE BATTERIES	09/22/22	11-22	A			396.16	.00	396.16
		10/22/22	05-23						
044343795-	PD-SAFARILAND-CHIEF GUN HOLSTER	10/04/22	11-22	A			241.43	.00	241.43
		11/03/22	05-23						
180090048-	PD-CHIEF-AMMO/ MAGAZINE	10/04/22	11-22	A			166.19	.00	166.19
		11/03/22	05-23						
387555382-	QUICK ID CARD	09/23/22	11-22	A			17.45	.00	17.45
		10/23/22	05-23						
670539234-	FIRE-PERISHABLE SILLS TRAINING	09/23/22	11-22	A			858.29	.00	858.29
		10/23/22	05-23						
696190853-	FIRE-OHOSTING OPTIONAL SKILLS TRAINING RECEIPT	10/04/22	11-22	A			39.90	.00	39.90
		11/03/22	05-23						
** Vendor's Subtotal ----->							1855.27	.00	1855.27

VENDOR I.D.: VER05 (VERIZON WIRELESS)

918491298-	ADM-COMMUNICATIONS	11/10/22	11-22	A			703.55	.00	703.55
		12/10/22	05-23						
** Vendor's Subtotal ----->							703.55	.00	703.55

VENDOR I.D.: WAL01 (WALLACE GROUP, A CALIFORNIA CORPORATION)

57698-	PW-LABOR-PRE CONSTRUCTION	10/26/22	11-22	A			1261.26	.00	1261.26
		11/25/22	05-23						
** Vendor's Subtotal ----->							1261.26	.00	1261.26

REPORT.: Nov 03 22 Thursday  
 RUN....: Nov 03 22 Time: 09:11  
 Run By.: Veronica Fabian

City of Guadalupe  
 Accounts Payable Cash Requirements

PAGE: 008  
 ID #: PY-RP  
 CTL.: GUA

Control Date.: 11/09/22 Posting Period.: 11-22 Fiscal Period.: (05-23) Cash Account No.: 99 1000

VENDOR I.D.: \R001 (JULIO ROCHIN )

Invoice No	Description	Invoice	Actual	G/L	Account #	Gross	Discount	Net
		Date	Period					
		Due Date	Fiscal	Tm	Discount			
000C21101-	MQ CUSTOMER REFUND FOR ROC0006	10/04/22	11-22	A		115.94	.00	115.94
		11/03/22	05-23					
** Vendor's Subtotal ----->						115.94	.00	115.94
** Report's Total ----->						132173.81	.00	132173.81

\*\* Total Vendors On This Report ----->

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Code Title  
 ---  
 A NET30 FROM INVOICE

Invoice No	Description	Invoice Date	Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
Check #.: 836307 Check Date.: 11/09/22 Vendor I.D.: A&V01 (ASHLEY & VANCE ENGINEERING INC.)								
66606-	PW-PROJECT MANAGEMENT/GENERAL PROGRESS OCT 2022	10/25/22	11-22	A		1700.00	.00	1700.00
		11/09/22	05-23					
-----								
Check #.: 836308 Check Date.: 11/09/22 Vendor I.D.: AES01 (ALPHA ELECTRICAL SERVICE)								
10680-	WWTP-SERVICE CALL-TROUBLESHOOT LIFT STATION	10/17/22	11-22	A		425.50	.00	425.50
		11/09/22	05-23					
-----								
Check #.: 836309 Check Date.: 11/09/22 Vendor I.D.: AKE01 (AKESO OCCUPATIONAL HEALTH)								
7920-	ADM-BASIC PHYSICAL EXAM	10/10/22	11-22	A		295.00	.00	295.00
		11/09/22	05-23					
-----								
Check #.: 836310 Check Date.: 11/09/22 Vendor I.D.: AMA02 (AMAZON BUSINESS)								
1KPGJPLDT-	FIRE-INV#:1J71-KPGJ-PLDT	10/11/22	11-22	A		34.69	.00	34.69
		11/09/22	05-23					
4VKG11XNF-	WWTP-INV#:1QV4-VKG1-1XNF GREASE GUN	10/12/22	11-22	A		168.55	.00	168.55
		11/09/22	05-23					
JHLL77VMH-	PD-CAR ACCESORIES - 2PACK	10/24/22	11-22	A		26.07	.00	26.07
		11/09/22	05-23					
JWLDHTJX1-	P&R-BACKPACK SPRAYER	10/21/22	11-22	A		54.35	.00	54.35
		11/09/22	05-23					
KXKW4QLQF-	P&R-ZERO WASTE DOG WASTE ROLL BAGS	10/21/22	11-22	A		83.24	.00	83.24
		11/09/22	05-23					
LNLF7M7M-C	WWTP-CREDIT#:1XRL-NLFP-7M7M	09/26/22	11-22	A		-206.61	.00	-206.61
		11/09/22	05-23					
M9KCY3766-	WWTP-INV#:1NWM-9KCY-3766 BLACK NITRILE GLOVES	09/26/22	11-22	A		402.33	.00	402.33
		11/09/22	05-23					
MY7HK69WL-	PD-REMOVABLE WORKING DOG PATCH,DOG TREATS,DOG VEST	10/18/22	11-22	A		57.56	.00	57.56
		11/09/22	05-23					
ND47MRCRG-	WWTP-INV#:1NQN-D47M-RCRG PLASTIC BOTTLES	10/21/22	11-22	A		94.90	.00	94.90
		11/09/22	05-23					
T4GVJ1VG4-	ADM-OFFICE SUPPLIES-ADMIN DEPT	10/24/22	11-22	A		117.63	.00	117.63
		11/09/22	05-23					
VD4GH6NYX-	PD-FISH OIL,DOG FOOD,DOG BED,DOG BOWL,GROOMING	10/18/22	11-22	A		276.57	.00	276.57
		11/09/22	05-23					
WFFNK3WF6-	P&R-TABLE RUNNER, WASLEY LARGE BLACK RECTANGLE	10/24/22	11-22	A		40.74	.00	40.74
		11/09/22	05-23					
** Vendor's Subtotal ----->						1150.02	.00	1150.02
-----								
Check #.: 836311 Check Date.: 11/09/22 Vendor I.D.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)								
NV0091340-	WATER-1 1/2'' OMNI R2 100CF	10/24/22	11-22	A		1503.47	.00	1503.47
		11/09/22	05-23					
-----								
Check #.: 836312 Check Date.: 11/09/22 Vendor I.D.: ARA01 (ARAMARK UNIFORM SERVICES)								
020120693-	PW/WATER-UNIFORM SERVICE	10/17/22	11-22	A		17.06	.00	17.06
		11/09/22	05-23					
020120723-	P&R-UNIFORM ALLOWANCE	10/17/22	11-22	A		66.68	.00	66.68
		11/09/22	05-23					
020120733-	PW-STREETS-UNIFORM SERVICE	10/17/22	11-22	A		10.64	.00	10.64
		11/09/22	05-23					
020122154-	WWTP-UNIFORM SERVICE	10/19/22	11-22	A		32.60	.00	32.60
		11/09/22	05-23					
020125268-	PW/WATER-UNIFORM ALLOWANCE	10/24/22	11-22	A		17.06	.00	17.06
		11/09/22	05-23					
020125343-	P&R-UNIFORM SERVICE	10/24/22	11-22	A		66.68	.00	66.68
		11/09/22	05-23					
020125364-	PW-STREETS-UNIFORM ALLOWANCE	10/24/22	11-22	A		10.64	.00	10.64
		11/09/22	05-23					
020127184-	WWT-UNIFORM ALLOWANCE	10/26/22	11-22	A		27.12	.00	27.12
		11/09/22	05-23					
** Vendor's Subtotal ----->						248.48	.00	248.48



Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
Check #: 836313 Check Date.: 11/09/22		Vendor I.D.: ARC01 (ARCLIGHT MEDIA)							
10246-	ADM-MONTHLY WEBSITE MAINTENANCE - JUNE 2022	07/01/22	11-22	A			170.00	.00	170.00
		11/09/22	05-23						
10290-	ADM-COUNCIL CHAMBERS AUDIO & VIDEO UPGRADES-ARPA	07/05/22	11-22	A			300.00	.00	300.00
		11/09/22	05-23						
** Vendor's Subtotal ----->							470.00	.00	470.00
Check #: 836314 Check Date.: 11/09/22		Vendor I.D.: BIL01 (BILL SCOTT CONSULTANT)							
016-	ADM-PLANNING SERVICES -AUG15-OCT 31,2022	11/01/22	11-22	A			10480.00	.00	10480.00
		11/09/22	05-23						
Check #: 836315 Check Date.: 11/09/22		Vendor I.D.: BRE02 (BRENNTAG PACIFIC, INC.)							
BPI282201-	WATER-AMMONIUM SULFATE 40% NSF	10/14/22	11-22	A			1355.31	.00	1355.31
		11/09/22	05-23						
BPI284852-	WATER-L A CHEMCHLOR SOD HYPOCHL	10/25/22	11-22	A			1250.44	.00	1250.44
		11/09/22	05-23						
** Vendor's Subtotal ----->							2605.75	.00	2605.75
Check #: 836316 Check Date.: 11/09/22		Vendor I.D.: BUR04 (BURTON'S FIRE, INC.)							
S58383-	FIRE-AUTO CHARGE 1000 PLC. W/BAR GRAPH DISPLAY	10/18/22	11-22	A			821.40	.00	821.40
		11/09/22	05-23						
Check #: 836317 Check Date.: 11/09/22		Vendor I.D.: CAS07 (CASSIA LANDSCAPE)							
102229-	PW-LANSCAPE MAINTENANCE FOR OCT 2022	10/12/22	11-22	A			871.00	.00	871.00
		11/09/22	05-23						
Check #: 836318 Check Date.: 11/09/22		Vendor I.D.: CHA03 (CHARTER COMMUNICATIONS)							
972101722-	P&R-ACCT#:8245 10 114 0090972	10/17/22	11-22	A			649.00	.00	649.00
		11/09/22	05-23						
Check #: 836319 Check Date.: 11/09/22		Vendor I.D.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)							
90427-	PW-LANDFILL BILLING SEPT 2022	10/12/22	11-22	A			30.00	.00	30.00
		11/09/22	05-23						
90448-	PD-ACCOUNTS RECEIVABLE BILLINGS	10/14/22	11-22	A			1026.06	.00	1026.06
		11/09/22	05-23						
90449-	PD-DISPATCH SERVICE GUAD	10/14/22	11-22	A			6210.25	.00	6210.25
		11/09/22	05-23						
** Vendor's Subtotal ----->							7266.31	.00	7266.31
Check #: 836320 Check Date.: 11/09/22		Vendor I.D.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)							
75121-	WWTP-HOW LINES FLOW AT TREATMENT PLANT	10/19/22	11-22	A			4619.97	.00	4619.97
		11/09/22	05-23						
Check #: 836321 Check Date.: 11/09/22		Vendor I.D.: COR01 (CORBIN WILLITS SYSTEM CORP)							
00C210151-	FINANCE - MONTHLY INVOICE - ENHANCEMENT FEE	10/15/22	11-22	A			628.89	.00	628.89
		11/09/22	05-23						
Check #: 836322 Check Date.: 11/09/22		Vendor I.D.: COU04 (PUBLIC HEALTH DEPARTMENT)							
FY22-23Q1-	ADM-ANIMAL SERVICES-1ST QUARTER FY22-23	07/01/22	11-22	A			16185.00	.00	16185.00
		11/09/22	05-23						

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount	
										Due Date
Check #.: 836323 Check Date.: 11/09/22 Vendor I.D.: CPP02 (COMMANDER PRINTED PRODUCTS)										
113902-	ADM-ENVELOPES #10 REGULAR FOR ADM	10/20/20	11-22	A			235.36	.00	235.36	
		11/09/22	05-23							
Check #.: 836324 Check Date.: 11/09/22 Vendor I.D.: DEP09 (DEPARTMENT OF JUSTICE)										
613281-	PD-BLOOD ALCOHOL ANALYSIS	10/06/22	11-22	A			70.00	.00	70.00	
		11/09/22	05-23							
Check #.: 836325 Check Date.: 11/09/22 Vendor I.D.: DLA01 (DE LAPIDE & ASSOCIATES, INC.)										
202211011-	ADM-6TH CYCLE HOUSING ELEMENT	11/01/22	11-22	A			10000.00	.00	10000.00	
		11/09/22	05-23							
Check #.: 836326 Check Date.: 11/09/22 Vendor I.D.: DOO01 (DOOLEY ENTERPRISES, INC. DISTRIBUTOR)										
64126-	PD-9MM 115GR, 9MM 147GR, 40 S&W 180GR, 45 AUTO	10/17/22	11-22	A			2848.92	.00	2848.92	
		11/09/22	05-23							
Check #.: 836327 Check Date.: 11/09/22 Vendor I.D.: EDI01 (EARTH DESIGN INTERNATIONAL, INC.)										
AD2022003-	ADM-CANNABIS PLANNING SERVICES	11/02/22	11-22	A			5429.45	.00	5429.45	
		11/09/22	05-23							
Check #.: 836328 Check Date.: 11/09/22 Vendor I.D.: ERN01 (ERNEST PACKAGING SOLUTIONS INC.)										
90648097-	P&R-SPARTAN SPARCHLOR-NO RINS SANIT DOCK	10/20/22	11-22	A			67.45	.00	67.45	
		11/09/22	05-23							
Check #.: 836329 Check Date.: 11/09/22 Vendor I.D.: EWI01 (EWING CORP.)										
17991400-	PW-XFS0912500 12IN 9GPH 500 FT	10/10/22	11-22	A			385.46	.00	385.46	
		11/09/22	05-23							
Check #.: 836330 Check Date.: 11/09/22 Vendor I.D.: FAI01 (FAILSAFE TESTING, LLC)										
12437-	FIRE-GROUND LADDERS TESTING	10/11/22	11-22	A			814.46	.00	814.46	
		11/09/22	05-23							
Check #.: 836331 Check Date.: 11/09/22 Vendor I.D.: FRO01 (FRONTIER COMMUNICATIONS)										
102822-	P&R-ACCT#805-343-5512-041588-5	10/28/22	11-22	A			95.92	.00	95.92	
		11/09/22	05-23							
103122-	P&R-ACCT#:805-343-5713-061406-5	10/07/22	11-22	A			12.65	.00	12.65	
		11/09/22	05-23							
102822A-	P&R-ACCT#:805-343-0362-071975-5	10/28/22	11-22	A			640.29	.00	640.29	
		11/09/22	05-23							
							** Vendor's Subtotal ----->	748.86	.00	748.86
Check #.: 836332 Check Date.: 11/09/22 Vendor I.D.: GRE01 (MARK GREEN)										
30-	ADM-PLAN CHECK SERVICES - OCT 2022	11/01/22	11-22	A			1500.00	.00	1500.00	
		11/09/22	05-23							
Check #.: 836333 Check Date.: 11/09/22 This Check IS *** VOID ***										
Check #.: 836334 Check Date.: 11/09/22 Vendor I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)										
90529-	P&R-OUTDR LIQ BLCH CON 1210Z	10/07/22	11-22	A			13.04	.00	13.04	
		11/09/22	05-23							
90810-	PW-STREETS-PROPAN CYLNR STL WHT 30LB	10/10/22	11-22	A			146.21	.00	146.21	
		11/09/22	05-23							
90932-	PW-STREETS-MARINE SALT WATER NOZZLE	10/11/22	11-22	A			92.39	.00	92.39	
		11/09/22	05-23							
90967-	P&R-BUILDING-22-18 RD VINYL INS BUTT CONNEC	10/11/22	11-22	A			6.57	.00	6.57	
		11/09/22	05-23							
90995-	P&R-PTO LOCK-PIN 5/16''X2-5/8'' ROUND	10/12/22	11-22	A			25.03	.00	25.03	
		11/09/22	05-23							
91142-	PW-STREETS-INKZALL LG CHSL TIP BLUE	10/13/22	11-22	A			59.40	.00	59.40	
		11/09/22	05-23							

Invoice No	Description	Invoice	Actual	Tm	Discount	Gross	Discount	Net	
		Date	Period						G/L
		Due Date	Fiscal						
Check #.: 836334 Check Date.: 11/09/22		Vendor I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)							
91507-	PW-STREETS-1/2 PVC CAP FPT SCH40	10/17/22	11-22	A		175.58	.00	175.58	
		11/09/22	05-23						
91598-	PW-STREETS-30 SPRINKLER KEY	10/18/22	11-22	A		261.11	.00	261.11	
		11/09/22	05-23						
91637-	WATER-1/2 DR 29PC IMPACT SOCKET SET	10/18/22	11-22	A		208.46	.00	208.46	
		11/09/22	05-23						
91660-	WATER-1/2-13X3 HEX BOLT GR 5 Z	10/18/22	11-22	A		12.19	.00	12.19	
		11/09/22	05-23						
91691-	PW/FINANCE-EXT CORD 16/2 SPT -2 6''L	10/18/22	11-22	A		8.68	.00	8.68	
		11/09/22	05-23						
91755-	PW-STREETS-GALV ANG 1-1/4X1-1/4X4FT SLOT	10/19/22	11-22	A		21.10	.00	21.10	
		11/09/22	05-23						
91805-	WATER-KNEELING PAD	10/19/22	11-22	A		8.16	.00	8.16	
		11/09/22	05-23						
91819-	WATER-NESTLE PURE LIFE 24PK	10/19/22	11-22	A		6.08	.00	6.08	
		11/09/22	05-23						
91832-	PW-STREETS-CLOROX WIPE LEMON 35CT	10/19/22	11-22	A		48.87	.00	48.87	
		11/09/22	05-23						
91899-	PD-VELCROE	10/20/22	11-22	A		2.49	.00	2.49	
		11/09/22	05-23						
91945-	WATER-BIT DRILL 1-1/2'' SPEEDBOR	10/20/22	11-22	A		6.51	.00	6.51	
		11/09/22	05-23						
92320-	PW-STREETS-5''X2'' RICHARD PRO	10/25/22	11-22	A		70.01	.00	70.01	
		11/09/22	05-23						
92325-	PW-STREETS-LEVEL YELLOW 24''L	10/25/22	11-22	A		35.87	.00	35.87	
		11/09/22	05-23						
92404-	WATER-BIT EXT 12'' LOCK N LOAD	10/25/22	11-22	A		15.21	.00	15.21	
		11/09/22	05-23						
92550-	PW-STREETS-GARDEN HOSE 5/8''X100'	10/26/22	11-22	A		72.74	.00	72.74	
		11/09/22	05-23						
92626-	PW-STREETS-RAKE LEAF 22T 48''LX22''W	10/27/22	11-22	A		23.91	.00	23.91	
		11/09/22	05-23						
** Vendor's Subtotal ----->						1319.61	.00	1319.61	
Check #.: 836335 Check Date.: 11/09/22		Vendor I.D.: HDL02 (HDL COREN & CONE)							
SIN022242-	FINANCE-OCTOBER - DECEMBER 2022	10/24/22	11-22	A		1412.50	.00	1412.50	
		11/09/22	05-23						
Check #.: 836336 Check Date.: 11/09/22		Vendor I.D.: HEA03 (HEALTH EQUITY)							
NV4354242-	FINANCE-HEALTHCARE BENEFIT PERIOD OCT 2022	10/25/22	11-22	A		75.00	.00	75.00	
		11/09/22	05-23						
Check #.: 836337 Check Date.: 11/09/22		Vendor I.D.: HEN01 (EAGLE ENERGY, INC)							
168433-	PW-EXXON POLYREX EM	10/20/22	11-22	A		292.44	.00	292.44	
		11/09/22	05-23						
196122-	FIRE-FUEL CHARGES	10/15/22	11-22	A		398.63	.00	398.63	
		11/09/22	05-23						
196124-	WATER-FUEL CHARGES	10/15/22	11-22	A		178.61	.00	178.61	
		11/09/22	05-23						
196125-	WWTP-FUEL CHARGES	10/15/22	11-22	A		289.65	.00	289.65	
		11/09/22	05-23						
196126-	PW-FUEL CHARGES	10/15/22	11-22	A		623.20	.00	623.20	
		11/09/22	05-23						
196133-	P&R-FUEL CHARGES	10/15/22	11-22	A		373.45	.00	373.45	
		11/09/22	05-23						
196143-	PD-FUEL CHARGES	10/15/22	11-22	A		2296.33	.00	2296.33	
		11/09/22	05-23						
** Vendor's Subtotal ----->						4452.31	.00	4452.31	
Check #.: 836338 Check Date.: 11/09/22		Vendor I.D.: HOM02 (HOME DEPOT CREDIT SERVICES)							
101322-	APRIL-OCTOBER STATEMENT	10/13/22	11-22	A		1844.69	.00	1844.69	
		11/09/22	05-23						

Invoice No	Description	Invoice Date	Actual Period	Trm	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount	
Check #: 836339 Check Date.: 11/09/22		Vendor I.D.: HTV01 (HARBOR TRUCK AND VAN)								
S044809B-	FIRE-FINAL PAYMENT	10/07/22	11-22	A			13030.55	.00	13030.55	
		11/09/22	05-23							
Check #: 836340 Check Date.: 11/09/22		Vendor I.D.: ICO01 (ICONIX WATERWORKS (US) INC.)								
216041209-	WATER-1-1/2 INSULATION KIT W/HARDWARE EACH	08/30/22	11-22	A			97.88	.00	97.88	
		11/09/22	05-23							
216047691-	WATER-6X6 FLG 90 EKK IMP	10/03/22	11-22	A			2868.24	.00	2868.24	
		11/09/22	05-23							
216051699-	WATER-6HX48 MJ BURY	10/24/22	11-22	A			639.64	.00	639.64	
		11/09/22	05-23							
							** Vendor's Subtotal ----->	3605.76	.00	3605.76
Check #: 836341 Check Date.: 11/09/22		Vendor I.D.: INT01 (INTEGRITY PLANNING)								
58-	ADM-PLANNING SERVICES - OCT 2022	11/01/22	11-22	A			7740.00	.00	7740.00	
		11/09/22	05-23							
Check #: 836342 Check Date.: 11/09/22		Vendor I.D.: ITE01 (ITECH SOLUTIONS)								
10972-	ADM-LABOR	10/24/22	11-22	A			450.00	.00	450.00	
		11/09/22	05-23							
Check #: 836343 Check Date.: 11/09/22		Vendor I.D.: JAC02 (JACK'S ALL AMERICAN PLUMBING)								
129008-	P&R-CALLED OUT FOR MAINLINE STOPPAGE	10/18/22	11-22	A			520.00	.00	520.00	
		11/09/22	05-23							
Check #: 836344 Check Date.: 11/09/22		Vendor I.D.: LCW01 (LIEBERT CASSIDY WHITMORE)								
093022-	ADM-PERSONNEL LEGAL SERVICES	09/30/22	11-22	A			2510.50	.00	2510.50	
		11/09/22	05-23							
226643-	ADM-PERSONNEL LEGAL SERVICES	09/30/22	11-22	A			207.50	.00	207.50	
		11/09/22	05-23							
							** Vendor's Subtotal ----->	2718.00	.00	2718.00
Check #: 836345 Check Date.: 11/09/22		Vendor I.D.: NOL01 (NO LIMIT TIRE INC.)								
40931-	PW-PW-TIRE DISPOSAL QTY 10	10/10/22	11-22	A			65.00	.00	65.00	
		11/09/22	05-23							
Check #: 836346 Check Date.: 11/09/22		Vendor I.D.: OFF01 (OFFICE DEPOT CREDIT PLAN)								
111497001-	PD- AWARD PLAQUES	10/11/22	11-22	A			54.50	.00	54.50	
		11/09/22	05-23							
139801001-	PD-AWARD PLAQUES	10/12/22	11-22	A			36.95	.00	36.95	
		11/09/22	05-23							
593063001-	FINANCE-WEBCAM, LOGITECH	09/28/22	11-22	A			266.40	.00	266.40	
		11/09/22	05-23							
							** Vendor's Subtotal ----->	357.85	.00	357.85
Check #: 836347 Check Date.: 11/09/22		Vendor I.D.: POL02 (POLYDYNE INC.)								
1684889-	PW-CLARIFLOC WE-1289	10/19/22	11-22	A			4271.63	.00	4271.63	
		11/09/22	05-23							
Check #: 836348 Check Date.: 11/09/22		Vendor I.D.: QUA01 (QUADIENT FINANCE USA, INC.)								
101222-	FINANCE-POSTAGE	10/12/22	11-22	A			3117.02	.00	3117.02	
		11/09/22	05-23							

Invoice No	Description	Invoice	Actual	G/L	Account	No	Discount	Gross	Discount	Net
		Date	Period							
Check #: 836349 Check Date.: 11/09/22		Vendor I.D.: REY01 (REYNA AUTO REPAIR)								
4771-	PD-MOTOR OIL, OIL FILTER	10/24/22	11-22	A				80.00	.00	80.00
		11/09/22	05-23							
Check #: 836350 Check Date.: 11/09/22		Vendor I.D.: ROS04 (DAVID ROSE)								
10A-	ADM-BUILDING INSPECTION SERVICES-OCT 2022	10/31/22	11-22	A				3778.75	.00	3778.75
		11/09/22	05-23							
Check #: 836351 Check Date.: 11/09/22		Vendor I.D.: SAN25 (SAN LUIS POWER HOUSE, INC)								
48246-	WATER-OBISPO BOOSTING STATION GENERATOR 303 OBISPO	10/31/22	11-22	A				1794.33	.00	1794.33
		11/09/22	05-23							
48247-	WATER-PASADERA WELL GENERATOR	10/31/22	11-22	A				245.00	.00	245.00
		11/09/22	05-23							
** Vendor's Subtotal ----->								2039.33	.00	2039.33
Check #: 836352 Check Date.: 11/09/22		Vendor I.D.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)								
03021429-	PW-12''X18'' TEMP NO PARKING DATE/T	10/12/22	11-22	A				120.62	.00	120.62
		11/09/22	05-23							
03021430-	PW-MLK WB100 LIME WIND BREAKER	10/12/22	11-22	A				71.94	.00	71.94
		11/09/22	05-23							
** Vendor's Subtotal ----->								192.56	.00	192.56
Check #: 836353 Check Date.: 11/09/22		Vendor I.D.: STALL (STAPLES CREDIT PLAN)								
148630921-	ADM-COPY PAPER FOR ADMIN DEPT	09/28/22	11-22	A				221.81	.00	221.81
		11/09/22	05-23							
Check #: 836354 Check Date.: 11/09/22		Vendor I.D.: TYL01 (TYLER TECHNOLOGIES, INC.)								
025398056-	ADM-JENNA HYNN HACKFORT	10/12/22	11-22	A				866.25	.00	866.25
		11/09/22	05-23							
Check #: 836355 Check Date.: 11/09/22		Vendor I.D.: ULT01 (ULTREX)								
3589377-	ADM- COPIES	09/29/22	11-22	A				1284.42	.00	1284.42
		11/09/22	05-23							
Check #: 836356 Check Date.: 11/09/22		Vendor I.D.: USA01 (U.S.A. BLUEBOOK INC.)								
145115-	WWTP-HACH INTELICAL RUGGED LDO	10/17/22	11-22	A				2305.94	.00	2305.94
		11/09/22	05-23							
157213-	PW-MALE X MALE HEX NIPPLE 1-1/2''	10/27/22	11-22	A				469.06	.00	469.06
		11/09/22	05-23							
** Vendor's Subtotal ----->								2775.00	.00	2775.00
Check #: 836357 Check Date.: 11/09/22		Vendor I.D.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)								
011348935-	PD-POSITIVE PROMOTIONS	09/14/22	11-22	A				135.85	.00	135.85
		11/09/22	05-23							
043073603-	PD-SP CUTRATE BATTERIES	09/22/22	11-22	A				396.16	.00	396.16
		11/09/22	05-23							
044343795-	PD-SAFARILAND-CHIEF GUN HOLSTER	10/04/22	11-22	A				241.43	.00	241.43
		11/09/22	05-23							
180090048-	PD-CHIEF-AMMO/ MAGAZINE	10/04/22	11-22	A				166.19	.00	166.19
		11/09/22	05-23							
387555382-	QUICK ID CARD	09/23/22	11-22	A				17.45	.00	17.45
		11/09/22	05-23							
670539234-	FIRE-PERISHABLE SILLS TRAINING	09/23/22	11-22	A				858.29	.00	858.29
		11/09/22	05-23							
696190853-	FIRE-OHOSTING OPTIONAL SKILLS TRAINING RECEIPT	10/04/22	11-22	A				39.90	.00	39.90
		11/09/22	05-23							
** Vendor's Subtotal ----->								1855.27	.00	1855.27

Invoice No	Description	Invoice	Actual	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
		Date	Period					
		Due Date	Fiscal					
Check #.: 836358 Check Date.: 11/09/22		Vendor I.D.: VER05 (VERIZON WIRELESS)						
918491298-	ADM-COMMUNICATIONS	11/10/22 11/09/22	11-22 05-23	A		703.55	.00	703.55
Check #.: 836359 Check Date.: 11/09/22		Vendor I.D.: WAL01 (WALLACE GROUP, A CALIFORNIA CORPORATION)						
57698-	PW-LABOR-PRE CONSTRUCTION	10/26/22 11/09/22	11-22 05-23	A		1261.26	.00	1261.26
Check #.: 836360 Check Date.: 11/09/22		Vendor I.D.: \R001 (JULIO ROCHIN )						
000C21101-	MQ CUSTOMER REFUND FOR ROC0006	10/04/22 11/09/22	11-22 05-23	A		115.94	.00	115.94
** Total Checks Paid ----->						132173.81	.00	132173.81
						=====	=====	=====

REPORT.: Nov 09 22 Wednesday  
 RUN...: Nov 03 22 Time: 09:19  
 Run By.: Veronica Fabian

City of Guadalupe  
 Automatic Check Listing/Update  
 General Ledger Accounts Summary for November 09, 2022  
 Accounting Period is November, 2022

PAGE: 008  
 ID #: PY-CL  
 CTL.: GUA

G/L Account No	Total Amount	Extension	FUND Description	DEPT Description	OBJT Description
01 2010	84004.16	84004.16	General Fund	Accounts Payable	
10 2010	12049.28	96053.44	Wtr. Oper. Fund	Accounts Payable	
12 2010	14989.14	111042.58	Wst.Wtr.Op.Fund	Accounts Payable	
40 2010	13030.55	124073.13	Fire Saf.Fund	Accounts Payable	
63 2010	1524.43	125597.56	Pas L&L Dist	Accounts Payable	
71 2010	1746.36	127343.92	MEASURE A	Accounts Payable	
79 2010	600.00	127943.92	OB 2019-3 Prjct	Accounts Payable	
89 2010	4229.89	132173.81	CIP	Accounts Payable	
99 1000	-132173.81	.00	Cash Clearing	General Checking Account	

Date	G/L Account No	Description	Amount	Extension
11/09/22	01 2010	(1): Check Update 11/09/22	84,004.16	84,004.16
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	10 2010	(1): Check Update 11/09/22	12,049.28	96,053.44
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	12 2010	(1): Check Update 11/09/22	14,989.14	111,042.58
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	40 2010	(1): Check Update 11/09/22	13,030.55	124,073.13
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	63 2010	(1): Check Update 11/09/22	1,524.43	125,597.56
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	71 2010	(1): Check Update 11/09/22	1,746.36	127,343.92
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	79 2010	(1): Check Update 11/09/22	600.00	127,943.92
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	89 2010	(1): Check Update 11/09/22	4,229.89	132,173.81
		(2): A/P Auto Checks PY-CP-CL		
11/09/22	99 1000	(1): Check Update 11/09/22	-132,173.81	.00
		(2): A/P Auto Checks PY-CP-CL		



REPORT.: Nov 03 22 Thursday  
RUN....: Nov 03 22 Time: 09:19  
Run By.: Veronica Fabian

City of Guadalupe  
General Ledger Interface (Summary)  
Journal 03 Cash Disbursements Journal Interface for (PY) Period 11-22

PAGE: 002  
ID #: PY-GI  
CTL.: GUA

Journal	G/L Account No	Amount	Extension
03	01 2010	84,004.16	84,004.16
03	10 2010	12,049.28	96,053.44
03	12 2010	14,989.14	111,042.58
03	40 2010	13,030.55	124,073.13
03	63 2010	1,524.43	125,597.56
03	71 2010	1,746.36	127,343.92
03	79 2010	600.00	127,943.92
03	89 2010	4,229.89	132,173.81
03	99 1000	-132,173.81	.00

Date	G/L	Account No	Description	Amount	Extension
11/03/22	01	2004	(1): VBIL01*I 016 ,L0004 (2): PASADERA LOT 4 (3): BILL SCOTT CONSULTANT	1,640.00	1,640.00
11/03/22	01	2010	(1): Invoices 11/03/22	-84,004.16	-82,364.16
11/03/22	01	2070	011 (1): VBIL01*I 016 ,L0007 (2): HWY 1 GENERAL AUTO REPAIR (3): BILL SCOTT CONSULTANT	1,420.00	-80,944.16
11/03/22	01	2070	06 (1): VBIL01*I 016 ,L0010 (2): LA GUARDIA TOWNHOMES ALVAREZ APTS (3): BILL SCOTT CONSULTANT	480.00	-80,464.16
11/03/22	01	2070	08 (1): VINT01*I 58 ,L0004 (2): ADM-PLANNING SERVICES - OCT 2022 (3): INTEGRITY PLANNING	150.00	-80,314.16
11/03/22	01	2070	09 (1): VBIL01*I 016 ,L0005 (2): KIMBELL APARTMENTS (3): BILL SCOTT CONSULTANT	1,200.00	-79,114.16
11/03/22	01	2070	09 (1): VINT01*I 58 ,L0003 (2): ADM-PLANNING SERVICES - OCT 2022 (3): INTEGRITY PLANNING	60.00	-79,054.16
11/03/22	01	2070	10 (1): VBIL01*I 016 ,L0006 (2): CENTRAL COAST PROCESSING (3): BILL SCOTT CONSULTANT	3,140.00	-75,914.16
11/03/22	01	2070	101 (1): VBIL01*I 016 ,L0008 (2): ELEMENT 7 (3): BILL SCOTT CONSULTANT	640.00	-75,274.16
11/03/22	01	2070	11 (1): VBIL01*I 016 ,L0009 (2): 147 TOGNAZZINI LOT MERGER (3): BILL SCOTT CONSULTANT	240.00	-75,034.16
11/03/22	01	20CR	(1): VBIL01*I 016 ,L0003	160.00	-74,874.16
11/03/22	01	4105	1200 (1): VAMA02*IT4GVJ1VG4 ,L0001 (2): INV#:1H9T-4GVJ-1VG4 (3): AMAZON BUSINESS	117.63	-74,756.53
11/03/22	01	4105	1200 (1): VCPP02*I 113902 ,L0002 (2): ADMIN (3): COMMANDER PRINTED PRODUCTS	117.68	-74,638.85
11/03/22	01	4105	1550 (1): VULT01*I 3589377 ,L0005 (2): ADM- COPIES (3): ULTREX	899.00	-73,739.85
11/03/22	01	4105	2150 (1): VAKE01*I 7920 ,L0001 (2): TEG BUTLER-PHYSICAL EXAM (3): AKESO OCCUPATIONAL HEALTH	295.00	-73,444.85
11/03/22	01	4110	2150 (1): VLCW01*I 093022 ,L0001 (2): ADM-PERSONNEL LEGAL SERVICES (3): LIEBERT CASSIDY WHITMORE	2,510.50	-70,934.35
11/03/22	01	4110	2150 (1): VLCW01*I 226643 ,L0001 (2): ADM-PERSONNEL LEGAL SERVICES (3): LIEBERT CASSIDY WHITMORE	207.50	-70,726.85
11/03/22	01	4120	1200 (1): VOFF01*I593063001 ,L0001 (2): MONITORS FOR TEMPEE (3): OFFICE DEPOT CREDIT PLAN	266.40	-70,460.45
11/03/22	01	4120	1550 (1): VULT01*I 3589377 ,L0003 (2): ADM- COPIES (3): ULTREX	103.89	-70,356.56
11/03/22	01	4120	2150 (1): VCOR01*I00C210151 ,L0001 (2): FINANCE - MONTHLY INVOICE - ENHANCEMENT FEE (3): CORBIN WILLITS SYSTEM CORP	628.89	-69,727.67
11/03/22	01	4120	2150 (1): VHDLO2*ISIN022242 ,L0001 (2): FINANCE-OCTOBER - DECEMBER 2022 (3): HDL COREN & CONE	1,412.50	-68,315.17
11/03/22	01	4140	0400 (1): VHEA03*INV4354242 ,L0001 (2): FINANCE-HEALTHCARE BENEFIT PERIOD OCT 2022 (3): HEALTH EQUITY	75.00	-68,240.17
11/03/22	01	4140	1200 (1): VSTA11*I148630921 ,L0001 (2): ADM-COPY PAPER FOR ADMIN DEPT (3): STAPLES CREDIT PLAN	221.81	-68,018.36
11/03/22	01	4140	2151 (1): VARC01*I 10246 ,L0001 (2): ADM-MONTHLY WEBSITE MAINTENANCE - JUNE 2022 (3): ARCLIGHT MEDIA	170.00	-67,848.36
11/03/22	01	4140	2151 (1): VARC01*I 10290 ,L0001 (2): ADM-COUNCIL CHAMBERS AUDIO & VIDEO UPGRADES-ARPA (3): ARCLIGHT MEDIA	300.00	-67,548.36
11/03/22	01	4140	2151 (1): VITE01*I 10972 ,L0001 (2): COMPUTER CONNECTIONS - RECREATION DEPT FILMING (3): ITECH SOLUTIONS	450.00	-67,098.36
11/03/22	01	4140	2350 (1): VCOU04*IFY22-23Q1 ,L0001 (2): ADM-ANIMAL SERVICES-1ST QUARTER FY22-23 (3): PUBLIC HEALTH DEPARTMENT	16,185.00	-50,913.36
11/03/22	01	4145	1150 (1): VCHA03*I972101722 ,L0001 (2): P&R-ACCT#:8245 10 114 0090972 (3): CHARTER COMMUNICATIONS	649.00	-50,264.36
11/03/22	01	4145	1150 (1): VFR001*I 102822 ,L0001 (2): P&R-ACCT#805-343-5512-041588-5 (3): FRONTIER COMMUNICATIONS	95.92	-50,168.44
11/03/22	01	4145	1150 (1): VFR001*I 103122 ,L0001 (2): P&R-ACCT#:805-343-5713-061406-5 (3): FRONTIER COMMUNICATIONS	12.65	-50,155.79
11/03/22	01	4145	1150 (1): VFR001*I 102822A ,L0001 (2): P&R-ACCT#:805-343-0362-071975-5 (3): FRONTIER COMMUNICATIONS	640.29	-49,515.50
11/03/22	01	4145	1150 (1): VVER05*I918491298 ,L0006 (2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS	25.32	-49,490.18
11/03/22	01	4145	1550 (1): VERN01*I 90648097 ,L0001 (2): P&R-SPARTAN SPARCHLOR-NO RINS SANIT DOCK (3): ERNEST PACKAGING SOLUTIONS INC.	67.45	-49,422.73
11/03/22	01	4145	1550 (1): VGUA02*I 90967 ,L0001 (2): P&R-BUILDING-22-18 RD VINYL INS BUTT CONNEX (3): GUADALUPE HARDWARE COMPANY INC.	6.57	-49,416.16
11/03/22	01	4145	1550 (1): VHOM02*I 101322 ,L0004 (2): P&R CHARGES (3): HOME DEPOT CREDIT SERVICES	1,376.93	-48,039.23
11/03/22	01	4145	1560 (1): VHEN01*I 196133 ,L0001 (2): P&R-FUEL CHARGES (3): EAGLE ENERGY, INC	186.72	-47,852.51
11/03/22	01	4145	2150 (1): VARA01*I020120723 ,L0001 (2): P&R-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES	66.68	-47,785.83
11/03/22	01	4145	2150 (1): VARA01*I020120733 ,L0001 (2): PW-STREETS-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	1.06	-47,784.77
11/03/22	01	4145	2150 (1): VARA01*I020125343 ,L0001 (2): P&R-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	66.68	-47,718.09
11/03/22	01	4145	2150 (1): VARA01*I020125364 ,L0001 (2): PW-STREETS-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES	1.06	-47,717.03
11/03/22	01	4145	2150 (1): VJAC02*I 129008 ,L0001 (2): P&R-CALLED OUT FOR MAINLINE STOPPAGE (3): JACK'S ALL AMERICAN PLUMBING	520.00	-47,197.03
11/03/22	01	4200	1150 (1): VVER05*I918491298 ,L0004 (2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS	50.63	-47,146.40
11/03/22	01	4200	1300 (1): VUSB04*I670539234 ,L0001 (2): FIRE-PERISHABLE SILLS TRAINING (3): U.S. BANK CORPORATE PAYMENT SYSTEM	858.29	-46,288.11
11/03/22	01	4200	1460 (1): VREY01*I 4771 ,L0001 (2): PD-MOTOR OIL, OIL FILTER (3): REYNA AUTO REPAIR	80.00	-46,208.11

Date	G/L	Account No	Description	Amount	Extension
11/03/22	01	4200 1550	(1): VAMA02*IJHLL77VMH ,L0001 (2): INV#:1V6J-HLL7-7VMH (3): AMAZON BUSINESS	26.07	-46,182.04
11/03/22	01	4200 1550	(1): VAMA02*IMY7HK69WL ,L0001 (2): INV#:1LTM-Y7HK-69WL (3): AMAZON BUSINESS	57.56	-46,124.48
11/03/22	01	4200 1550	(1): VAMA02*IVD4GH6NYX ,L0001 (2): DOG CHEWS,DOG BRUSH INV#:1NVV-D4GH-6NYX (3): AMAZON BUSINESS	276.57	-45,847.91
11/03/22	01	4200 1550	(1): VCIT14*I 90448 ,L0001 (2): MDC SERVICES SEPT 2022 (3): CITY OF SANTA MARIA - FINANCE DIVISION	1,026.06	-44,821.85
11/03/22	01	4200 1550	(1): VDO001*I 64126 ,L0001 (2): PD-9MM 115GR,9MM 147GR,40 S&W 180GR, 45 AUTO (3): DOOLEY ENTERPRISES, INC. DISTRIBUTOR	2,848.92	-41,972.93
11/03/22	01	4200 1550	(1): VGUA02*I 91899 ,L0001 (2): PD-VELCROE (3): GUADALUPE HARDWARE COMPANY INC.	2.49	-41,970.44
11/03/22	01	4200 1550	(1): VHOM02*I 101322 ,L0001 (2): PD CHARGES (3): HOME DEPOT CREDIT SERVICES	157.63	-41,812.81
11/03/22	01	4200 1550	(1): VOFF01*I111497001 ,L0001 (2): INV#:2711111497001 & 271136278001 (3): OFFICE DEPOT CREDIT PLAN	54.50	-41,758.31
11/03/22	01	4200 1550	(1): VOFF01*I139801001 ,L0001 (2): PD-AWARD PLAQUES (3): OFFICE DEPOT CREDIT PLAN	36.95	-41,721.36
11/03/22	01	4200 1550	(1): VULT01*I 3589377 ,L0002 (2): ADM- COPIES (3): ULTREX	141.79	-41,579.57
11/03/22	01	4200 1550	(1): VUSB04*I044343795 ,L0001 (2): PD-SAFARILAND-CHIEF GUN HOLSTER (3): U.S. BANK CORPORATE PAYMENT SYSTEM	241.43	-41,338.14
11/03/22	01	4200 1550	(1): VUSB04*I180090048 ,L0001 (2): PD-CHIEF-AMMO/ MAGAZINE (3): U.S. BANK CORPORATE PAYMENT SYSTEM	166.19	-41,171.95
11/03/22	01	4200 1550	(1): VUSB04*I387555382 ,L0001 (2): QUICK ID CARD (3): U.S. BANK CORPORATE PAYMENT SYSTEM	17.45	-41,154.50
11/03/22	01	4200 1560	(1): VHENO1*I 196143 ,L0001 (2): PD-FUEL CHARGES (3): EAGLE ENERGY, INC	2,296.33	-38,858.17
11/03/22	01	4200 2150	(1): VDEP09*I 613281 ,L0001 (2): PD-BLOOD ALCOHOL ANALYSIS (3): DEPARTMENT OF JUSTICE	70.00	-38,788.17
11/03/22	01	4200 2350	(1): VCIT14*I 90449 ,L0001 (2): PD-DISPATCH SERVICE GUAD (3): CITY OF SANTA MARIA - FINANCE DIVISION	4,197.16	-34,591.01
11/03/22	01	4220 1300	(1): VUSB04*I696190853 ,L0001 (2): FIRE-OHOSTING OPTIONAL SKILLS TRAINING RECEIPT (3): U.S. BANK CORPORATE PAYMENT SYSTEM	39.90	-34,551.11
11/03/22	01	4220 1400	(1): VFAT01*I 12437 ,L0001 (2): FIRE-GROUND LADDERS TESTING (3): FAILSAFE TESTING, LLC	814.46	-33,736.65
11/03/22	01	4220 1400	(1): VUSB04*I043073603 ,L0001 (2): PD-SP CUTRATE BATTERIES (3): U.S. BANK CORPORATE PAYMENT SYSTEM	396.16	-33,340.49
11/03/22	01	4220 1460	(1): VBUR04*I S58383 ,L0001 (2): FIRE-AUTO CHARGE 1000 PLC. W/BAR GRAPH DISPLAY (3): BURTON'S FIRE,INC.	821.40	-32,519.09
11/03/22	01	4220 1550	(1): VAMA02*I1KPGJPLDT ,L0001 (2): DISINFECTANT HANDI-PACK WIPES (3): AMAZON BUSINESS	34.69	-32,484.40
11/03/22	01	4220 1550	(1): VUSB04*I011348935 ,L0001 (2): PD-POSITIVE PROMOTIONS (3): U.S. BANK CORPORATE PAYMENT SYSTEM	135.85	-32,348.55
11/03/22	01	4220 1560	(1): VHENO1*I 196122 ,L0001 (2): FIRE-FUEL CHARGES (3): EAGLE ENERGY, INC	398.63	-31,949.92
11/03/22	01	4220 2350	(1): VCIT14*I 90449 ,L0002 (2): PD-DISPATCH SERVICE GUAD (3): CITY OF SANTA MARIA - FINANCE DIVISION	2,013.09	-29,936.83
11/03/22	01	4300 1150	(1): VVER05*I918491298 ,L0005 (2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS	75.94	-29,860.89
11/03/22	01	4300 1200	(1): VAMA02*IWFNFK3WF6 ,L0001 (2): INV#:1XFW-FFNK-3WF6 ARPA RECREATION PROGRAM FUNDS (3): AMAZON BUSINESS	40.74	-29,820.15
11/03/22	01	4300 1500	(1): VGUA02*I 90529 ,L0001 (2): P&R-OUTDR LIQ BLCH CON 121OZ (3): GUADALUPE HARDWARE COMPANY INC.	13.04	-29,807.11
11/03/22	01	4300 1500	(1): VGUA02*I 90995 ,L0001 (2): P&R-PTO LOCK-PIN 5/16"X2-5/8" ROUND (3): GUADALUPE HARDWARE COMPANY INC.	25.03	-29,782.08
11/03/22	01	4300 1550	(1): VAMA02*IJWLDHTJX1 ,L0001 (2): INV#:1GXJ-WLDH-TJX1 (3): AMAZON BUSINESS	54.35	-29,727.73
11/03/22	01	4300 1550	(1): VAMA02*IKXKW4QLQF ,L0001 (2): INV#:1JLK-XKW4-QLQF (3): AMAZON BUSINESS	83.24	-29,644.49
11/03/22	01	4300 1550	(1): VULT01*I 3589377 ,L0006 (2): ADM- COPIES (3): ULTREX	20.44	-29,624.05
11/03/22	01	4300 1560	(1): VHENO1*I 196133 ,L0002 (2): P&R-FUEL CHARGES (3): EAGLE ENERGY, INC	186.73	-29,437.32
11/03/22	01	4300 2150	(1): VARA01*I020120733 ,L0002 (2): PW-STREETS-UNIFORM SEVICE (3): ARAMARK UNIFORM SERVICES	1.07	-29,436.25
11/03/22	01	4300 2150	(1): VARA01*I020125364 ,L0002 (2): PW-STREETS-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES	1.07	-29,435.18
11/03/22	01	4405 1200	(1): VCPP02*I 113902 ,L0001 (2): BUILDING (3): COMMANDER PRINTED PRODUCTS	117.68	-29,317.50
11/03/22	01	4405 1550	(1): VULT01*I 3589377 ,L0001 (2): ADM- COPIES (3): ULTREX	119.30	-29,198.20
11/03/22	01	4405 2150	(1): VBIL01*I 016 ,L0001 (2): PLANNING SERVICES (3): BILL SCOTT CONSULTANT	480.00	-28,718.20
11/03/22	01	4405 2150	(1): VBIL01*I 016 ,L0002 (2): ZONING CLEARANCE (3): BILL SCOTT CONSULTANT	1,080.00	-27,638.20
11/03/22	01	4405 2150	(1): VDLA01*I202211011 ,L0001 (2): ADM-6TH CYCLE HOUSING ELEMENT (3): DE LAPIDE & ASSOCIATES, INC.	10,000.00	-17,638.20
11/03/22	01	4405 2150	(1): VGRE01*I 30 ,L0001 (2): 2022 CODE ADOPTION (3): MARK GREEN	225.00	-17,413.20
11/03/22	01	4405 2150	(1): VGRE01*I 30 ,L0002 (2): BAEZ ADU 4632 POINT SAL (3): MARK GREEN	225.00	-17,188.20
11/03/22	01	4405 2150	(1): VGRE01*I 30 ,L0003 (2): RAMIREZ ADU 256 TOGNAZZINI (3): MARK GREEN	75.00	-17,113.20
11/03/22	01	4405 2150	(1): VGRE01*I 30 ,L0004 (2): TRUSPRO AS-BUILT ADDITIONS (3): MARK GREEN	225.00	-16,888.20
11/03/22	01	4405 2150	(1): VGRE01*I 30 ,L0005 (2): OLIVERA ST APARTMENTS DUPLEX (3): MARK GREEN	150.00	-16,738.20

Date	G/L	Account No	Description	Amount	Extension
11/03/22	01	4405 2150	(1): VINT01*I .58 ,L0001	7,020.00	-9,718.20
			(2): ADM-PLANNING SERVICES - OCT 2022 (3): INTEGRITY PLANNING		
11/03/22	01	4405 2150	(1): VINT01*I 58 ,L0002	510.00	-9,208.20
			(2): ADM-PLANNING SERVICES - OCT 2022 (3): INTEGRITY PLANNING		
11/03/22	01	4405 2150	(1): VROS04*I 10A ,L0001	3,778.75	-5,429.45
			(2): ADM-BUILDING INSPECTION SERVICES-OCT 2022 (3): DAVID ROSE		
11/03/22	01	HEMP 2150	(1): VEDI01*IAD2022003 ,L0001	5,429.45	.00
			(2): ADM-CANNABIS PLANNING SERVICES (3): EARTH DESIGN INTERNATIONAL, INC.		
11/03/22	10	2010	(1): Invoices 11/03/22	-12,049.28	-12,049.28
11/03/22	10	2049	(1): V\R001*I000C21101 ,L0001	115.94	-11,933.34
			(2): MQ CUSTOMER REFUND FOR ROC0006 (3): JULIO ROCHIN		
11/03/22	10	4420 1150	(1): VVER05*I918491298 ,L0003	151.18	-11,782.16
			(2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS		
11/03/22	10	4420 1200	(1): VQUA01*I 101222 ,L0001	1,558.51	-10,223.65
			(2): FINANCE-POSTAGE (3): QUADIENT FINANCE USA, INC.		
11/03/22	10	4420 1535	(1): VAQU01*INV0091340 ,L0001	1,503.47	-8,720.18
			(2): WATER-1 1/2" OMNI R2 100CF (3): AQUA-METRIC SALES COMPANY CORP.		
11/03/22	10	4420 1550	(1): VBRE02*IBPI282201 ,L0001	1,355.31	-7,364.87
			(2): WATER-AMMONIUM SULFATE 40% NSF (3): BRENNTAG PACIFIC, INC.		
11/03/22	10	4420 1550	(1): VBRE02*IBPI284852 ,L0001	1,250.44	-6,114.43
			(2): WATER-L A CHEMCHLOR SOD HYPOCHL (3): BRENNTAG PACIFIC, INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 91637 ,L0001	208.46	-5,905.97
			(2): WATER-1/2 DR 29PC IMPACT SOCKET SET (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 91660 ,L0001	12.19	-5,893.78
			(2): WATER-1/2-13X3 HEX BOLT GR 5 Z (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 91805 ,L0001	8.16	-5,885.62
			(2): WATER-KNEELING PAD (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 91819 ,L0001	6.08	-5,879.54
			(2): WATER-NESTLE PURE LIFE 24PK (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 91945 ,L0001	6.51	-5,873.03
			(2): WATER-BIT DRILL 1-1/2" SPEEDBOR (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VGUA02*I 92404 ,L0001	15.21	-5,857.82
			(2): WATER-BIT EXT 12" LOCK N LOAD (3): GUADALUPE HARDWARE COMPANY INC.		
11/03/22	10	4420 1550	(1): VIC001*I216041209 ,L0001	97.88	-5,759.94
			(2): WATER-1-1/2 INSULATION KIT W/HARDWARE EACH (3): ICONIX WATERWORKS (US) INC.		
11/03/22	10	4420 1550	(1): VIC001*I216047691 ,L0001	2,868.24	-2,891.70
			(2): WATER-6X6 FLG 90 EKK IMP (3): ICONIX WATERWORKS (US) INC.		
11/03/22	10	4420 1550	(1): VIC001*I216051699 ,L0001	639.64	-2,252.06
			(2): WATER-6HX48 MJ BURY (3): ICONIX WATERWORKS (US) INC.		
11/03/22	10	4420 1560	(1): VHEN01*I 196124 ,L0001	178.61	-2,073.45
			(2): WATER-FUEL CHARGES (3): EAGLE ENERGY, INC		
11/03/22	10	4420 2150	(1): VARA01*I020120693 ,L0001	17.06	-2,056.39
			(2): PW/WATER-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES		
11/03/22	10	4420 2150	(1): VARA01*I020125268 ,L0001	17.06	-2,039.33
			(2): PW/WATER-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES		
11/03/22	10	4420 2150	(1): VSAN25*I 48246 ,L0001	1,794.33	-245.00
			(2): WATER-OBISPO BOOSTING STATION GENERATOR 303 OBISPO (3): SAN LUIS POWER HOUSE, INC		
11/03/22	10	4420 2150	(1): VSAN25*I 48247 ,L0001	245.00	.00
			(2): WATER-PASADERA WELL GENERATOR (3): SAN LUIS POWER HOUSE, INC		
11/03/22	12	2010	(1): Invoices 11/03/22	-14,989.14	-14,989.14
11/03/22	12	4425 1150	(1): VVER05*I918491298 ,L0002	151.18	-14,837.96
			(2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS		
11/03/22	12	4425 1200	(1): VQUA01*I 101222 ,L0002	1,558.51	-13,279.45
			(2): FINANCE-POSTAGE (3): QUADIENT FINANCE USA, INC.		
11/03/22	12	4425 1500	(1): VUSA01*I 145115 ,L0001	2,305.94	-10,973.51
			(2): WWTP-HACH INTELICAL RUGGED LDO (3): U.S.A. BLUEBOOK INC.		
11/03/22	12	4425 1550	(1): VAMA02*I4VKG11XNF ,L0001	168.55	-10,804.96
			(2): WWTP-INV#:1QV4-VKGL1-XNF GREASE GUN (3): AMAZON BUSINESS		
11/03/22	12	4425 1550	(1): VAMA02*ILNLF7M7MC ,L0001	-206.61	-11,011.57
			(2): BLACK NITRIL POWDER FREE GLOVE INV#:1NWM-9KCY-3765 (3): AMAZON BUSINESS		
11/03/22	12	4425 1550	(1): VAMA02*IM9KCY3766 ,L0001	402.33	-10,609.24
			(2): WWTP-INV#:1NWM-9KCY-3766 BLACK NITRILE GLOVES (3): AMAZON BUSINESS		
11/03/22	12	4425 1550	(1): VAMA02*IND47MRCRG ,L0001	94.90	-10,514.34
			(2): WWTP-INV#:1NQN-D47M-RCRG PLASTIC BOTTLES (3): AMAZON BUSINESS		
11/03/22	12	4425 1550	(1): VPOL02*I 1684889 ,L0001	4,271.63	-6,242.71
			(2): PW-CLARIFLOC WE-1289 (3): POLYDYNE INC.		
11/03/22	12	4425 1550	(1): VUSA01*I 157213 ,L0001	469.06	-5,773.65
			(2): PW-MALE X MALE HEX NIPPLE 1-1/2" (3): U.S.A. BLUEBOOK INC.		
11/03/22	12	4425 1560	(1): VHEN01*I 168433 ,L0001	292.44	-5,481.21
			(2): PW-EXXON POLYREX EM (3): EAGLE ENERGY, INC		
11/03/22	12	4425 1560	(1): VHEN01*I 196125 ,L0001	289.65	-5,191.56
			(2): WWTP-FUEL CHARGES (3): EAGLE ENERGY, INC		
11/03/22	12	4425 2150	(1): VAES01*I 10680 ,L0001	425.50	-4,766.06
			(2): WWTP-SERVICE CALL-TROUBLESHOOT LIFT STATION (3): ALPHA ELECTRICAL SERVICE		
11/03/22	12	4425 2150	(1): VARA01*I020122154 ,L0001	32.60	-4,733.46
			(2): WWTP-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES		
11/03/22	12	4425 2150	(1): VARA01*I020127184 ,L0001	27.12	-4,706.34
			(2): WWT-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES		
11/03/22	12	4425 2150	(1): VCLA02*I 75121 ,L0001	4,619.97	-86.37
			(2): WWTP-HOW LINES FLOW AT TREATMENT PLANT (3): CLAY'S SEPTIC & JETTING, INC.		
11/03/22	12	4425 2150	(1): VHOM02*I 101322 ,L0003	86.37	.00
			(2): WWTP CHARGES (3): HOME DEPOT CREDIT SERVICES		
11/03/22	40	2010	(1): Invoices 11/03/22	-13,030.55	-13,030.55
11/03/22	40	4225 1500	(1): VHTV01*I S044809B ,L0001	13,030.55	.00
			(2): FIRE-FINAL PAYMENT (3): HARBOR TRUCK AND VAN		
11/03/22	63	2010	(1): Invoices 11/03/22	-1,524.43	-1,524.43
11/03/22	63	4472 1550	(1): VEWI01*I 17991400 ,L0001	385.46	-1,138.97
			(2): PW-XFS0912500 12IN 9GPH 500 FT (3): EWING CORP.		

Date	G/L	Account No	Description	Amount	Extension
11/03/22	63	4472 1550	(1): VGUA02*I 90932 ,L0001 (2): PW-STREETS-MARINE SALT WATER NOZZLE (3): GUADALUPE HARDWARE COMPANY INC.	92.39	-1,046.58
11/03/22	63	4472 1550	(1): VGUA02*I 91507 ,L0001 (2): PW-STREETS-1/2 PVC CAP FPT SCH40 (3): GUADALUPE HARDWARE COMPANY INC.	175.58	-871.00
11/03/22	63	4472 2150	(1): VCAS07*I 102229 ,L0001 (2): PW-LANSCAPE MAINTENANCE FOR OCT 2022 (3): CASSIA LANDSCAPE	871.00	.00
11/03/22	71	2010	(1): Invoices 11/03/22	-1,746.36	-1,746.36
11/03/22	71	4454 1150	(1): VVER05*I918491298 ,L0001 (2): ADM-COMMUNICATIONS (3): VERIZON WIRELESS	249.30	-1,497.06
11/03/22	71	4454 1460	(1): VNOL01*I 40931 ,L0001 (2): PW-PW-TIRE DISPOSAL QTY 10 (3): NO LIMIT TIRE INC.	65.00	-1,432.06
11/03/22	71	4454 1550	(1): VGUA02*I 90810 ,L0001 (2): PW-STREETS-PROPAN CYLNR STL WHT 30LB (3): GUADALUPE HARDWARE COMPANY INC.	146.21	-1,285.85
11/03/22	71	4454 1550	(1): VGUA02*I 91142 ,L0001 (2): PW-STREETS-INKZALL LG CHSL TIP BLUE (3): GUADALUPE HARDWARE COMPANY INC.	59.40	-1,226.45
11/03/22	71	4454 1550	(1): VGUA02*I 91598 ,L0001 (2): PW-STREETS-30 SPRINKLER KEY (3): GUADALUPE HARDWARE COMPANY INC.	261.11	-965.34
11/03/22	71	4454 1550	(1): VGUA02*I 91691 ,L0001 (2): PW/FINANCE-EXT CORD 16/2 SPT -2 6''L (3): GUADALUPE HARDWARE COMPANY INC.	8.68	-956.66
11/03/22	71	4454 1550	(1): VGUA02*I 91755 ,L0001 (2): PW-STREETS-GALV ANG 1-1/4X1-1/4X4FT SLOT (3): GUADALUPE HARDWARE COMPANY INC.	21.10	-935.56
11/03/22	71	4454 1550	(1): VGUA02*I 91832 ,L0001 (2): PW-STREETS-CLOXOX WIPE LEMON 35CT (3): GUADALUPE HARDWARE COMPANY INC.	48.87	-886.69
11/03/22	71	4454 1550	(1): VGUA02*I 92626 ,L0001 (2): PW-STREETS-RAKE LEAF 22T 48''LX22''W (3): GUADALUPE HARDWARE COMPANY INC.	23.91	-862.78
11/03/22	71	4454 1550	(1): VSTA02*I 03021429 ,L0001 (2): ADMIN CHARGES- SPECIAL PROJECTS (3): STATEWIDE TRAFFIC SAFETY & SIGNS INC	120.62	-742.16
11/03/22	71	4454 1550	(1): VSTA02*I 03021430 ,L0001 (2): ADMIN CHARGES - SPECIAL PROJECTS (3): STATEWIDE TRAFFIC SAFETY & SIGNS INC	71.94	-670.22
11/03/22	71	4454 1560	(1): VHEN01*I 196126 ,L0001 (2): PW-FUEL CHARGES (3): EAGLE ENERGY, INC	623.20	-47.02
11/03/22	71	4454 2150	(1): VARA01*I020120733 ,L0003 (2): PW-STREETS-UNIFORM SEVICE (3): ARAMARK UNIFORM SERVICES	8.51	-38.51
11/03/22	71	4454 2150	(1): VARA01*I020125364 ,L0003 (2): PW-STREETS-UNIFORM ALLOWANCE (3): ARAMARK UNIFORM SERVICES	8.51	-30.00
11/03/22	71	4454 2150	(1): VCIT14*I 90427 ,L0001 (2): PW-LANDFILL BILLING SEPT 2022 (3): CITY OF SANTA MARIA - FINANCE DIVISION	30.00	.00
11/03/22	79	2010	(1): Invoices 11/03/22	-600.00	-600.00
11/03/22	79	4542 3150	(1): VGRE01*I 30 ,L0006 (2): GUADALUPE ROYAL THEATER (3): MARK GREEN	600.00	.00
11/03/22	89	2010	(1): Invoices 11/03/22	-4,229.89	-4,229.89
11/03/22	89	4444 3044	(1): VTYL01*I025398056 ,L0001 (2): ADM-JENNA HYNN HACKFORT (3): TYLER TECHNOLOGIES, INC.	866.25	-3,363.64
11/03/22	89	4444 3051	(1): VGUA02*I 92320 ,L0001 (2): PW-STREETS-5''X2'' RICHARD PRO (3): GUADALUPE HARDWARE COMPANY INC.	70.01	-3,293.63
11/03/22	89	4444 3051	(1): VGUA02*I 92325 ,L0001 (2): PW-STREETS-LEVEL YELLOW 24''L (3): GUADALUPE HARDWARE COMPANY INC.	35.87	-3,257.76
11/03/22	89	4444 3051	(1): VGUA02*I 92550 ,L0001 (2): PW-STREETS-GARDEN HOSE 5/8''X100' (3): GUADALUPE HARDWARE COMPANY INC.	72.74	-3,185.02
11/03/22	89	4444 3051	(1): VHOM02*I 101322 ,L0002 (2): PW CHARGES (3): HOME DEPOT CREDIT SERVICES	223.76	-2,961.26
11/03/22	89	4444 3083	(1): VWAL01*I 57698 ,L0001 (2): PW-LABOR-PRE CONSTRUCTION (3): WALLACE GROUP,A CALIFORNIA CORPORATION	1,261.26	-1,700.00
11/03/22	89	4444 3095	(1): VA&V01*I 66606 ,L0001 (2): ARPA FUNDS (3): ASHLEY & VANCE ENGINEERING INC.	1,700.00	.00

Journal	G/L Account No	Amount	Extension
04	01 2004	1,640.00	1,640.00
04	01 2010	-84,004.16	-82,364.16
04	01 2070 011	1,420.00	-80,944.16
04	01 2070 06	480.00	-80,464.16
04	01 2070 08	150.00	-80,314.16
04	01 2070 09	1,260.00	-79,054.16
04	01 2070 10	3,140.00	-75,914.16
04	01 2070 101	640.00	-75,274.16
04	01 2070 11	240.00	-75,034.16
04	01 20CR	160.00	-74,874.16
04	01 4105 1200	235.31	-74,638.85
04	01 4105 1550	899.00	-73,739.85
04	01 4105 2150	295.00	-73,444.85
04	01 4110 2150	2,718.00	-70,726.85
04	01 4120 1200	266.40	-70,460.45
04	01 4120 1550	103.89	-70,356.56
04	01 4120 2150	2,041.39	-68,315.17
04	01 4140 0400	75.00	-68,240.17
04	01 4140 1200	221.81	-68,018.36
04	01 4140 2151	920.00	-67,098.36
04	01 4140 2350	16,185.00	-50,913.36
04	01 4145 1150	1,423.18	-49,490.18
04	01 4145 1550	1,450.95	-48,039.23
04	01 4145 1560	186.72	-47,852.51
04	01 4145 2150	655.48	-47,197.03
04	01 4200 1150	50.63	-47,146.40
04	01 4200 1300	858.29	-46,288.11
04	01 4200 1460	80.00	-46,208.11
04	01 4200 1550	5,053.61	-41,154.50
04	01 4200 1560	2,296.33	-38,858.17
04	01 4200 2150	70.00	-38,788.17
04	01 4200 2350	4,197.16	-34,591.01
04	01 4220 1300	39.90	-34,551.11
04	01 4220 1400	1,210.62	-33,340.49
04	01 4220 1460	821.40	-32,519.09
04	01 4220 1550	170.54	-32,348.55
04	01 4220 1560	398.63	-31,949.92
04	01 4220 2350	2,013.09	-29,936.83
04	01 4300 1150	75.94	-29,860.89
04	01 4300 1200	40.74	-29,820.15
04	01 4300 1500	38.07	-29,782.08
04	01 4300 1550	158.03	-29,624.05
04	01 4300 1560	186.73	-29,437.32
04	01 4300 2150	2.14	-29,435.18
04	01 4405 1200	117.68	-29,317.50
04	01 4405 1550	119.30	-29,198.20
04	01 4405 2150	23,768.75	-5,429.45
04	01 HEMP 2150	5,429.45	.00
04	10 2010	-12,049.28	-12,049.28
04	10 2049	115.94	-11,933.34
04	10 4420 1150	151.18	-11,782.16
04	10 4420 1200	1,558.51	-10,223.65
04	10 4420 1535	1,503.47	-8,720.18
04	10 4420 1550	6,468.12	-2,252.06
04	10 4420 1560	178.61	-2,073.45
04	10 4420 2150	2,073.45	.00
04	12 2010	-14,989.14	-14,989.14
04	12 4425 1150	151.18	-14,837.96
04	12 4425 1200	1,558.51	-13,279.45
04	12 4425 1500	2,305.94	-10,973.51
04	12 4425 1550	5,199.86	-5,773.65
04	12 4425 1560	582.09	-5,191.56
04	12 4425 2150	5,191.56	.00
04	40 2010	-13,030.55	-13,030.55
04	40 4225 1500	13,030.55	.00
04	63 2010	-1,524.43	-1,524.43
04	63 4472 1550	653.43	-871.00
04	63 4472 2150	871.00	.00
04	71 2010	-1,746.36	-1,746.36
04	71 4454 1150	249.30	-1,497.06
04	71 4454 1460	65.00	-1,432.06
04	71 4454 1550	761.84	-670.22
04	71 4454 1560	623.20	-47.02
04	71 4454 2150	47.02	.00
04	79 2010	-600.00	-600.00
04	79 4542 3150	600.00	.00
04	89 2010	-4,229.89	-4,229.89
04	89 4444 3044	866.25	-3,363.64
04	89 4444 3051	402.38	-2,961.26
04	89 4444 3083	1,261.26	-1,700.00
04	89 4444 3095	1,700.00	.00



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

*Lorena Zarate*

*Todd Bodem*

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**Prepared by:**  
**Lorena Zarate, Finance Director**

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

**SUBJECT:** First Quarter 2022 Financial Report

**RECOMMENDATION:**

That the City Council accept the First Quarter 2022 Financial Report

**DISCUSSION:**

The Finance Department has prepared a Financial Report for the fiscal year 2022-2023 through September 2022 for the Council's and the public's information. Attached hereto as Attachment No. 1 is the Report. Staff requests that the City Council accept this report for its information. The report includes preliminary numbers for the fiscal year. Please note that the Finance Department is working through the 22-23 fiscal year end process and there may be adjustments to final numbers.

**ATTACHMENTS:**

1. First Quarter 2022 Financial Report



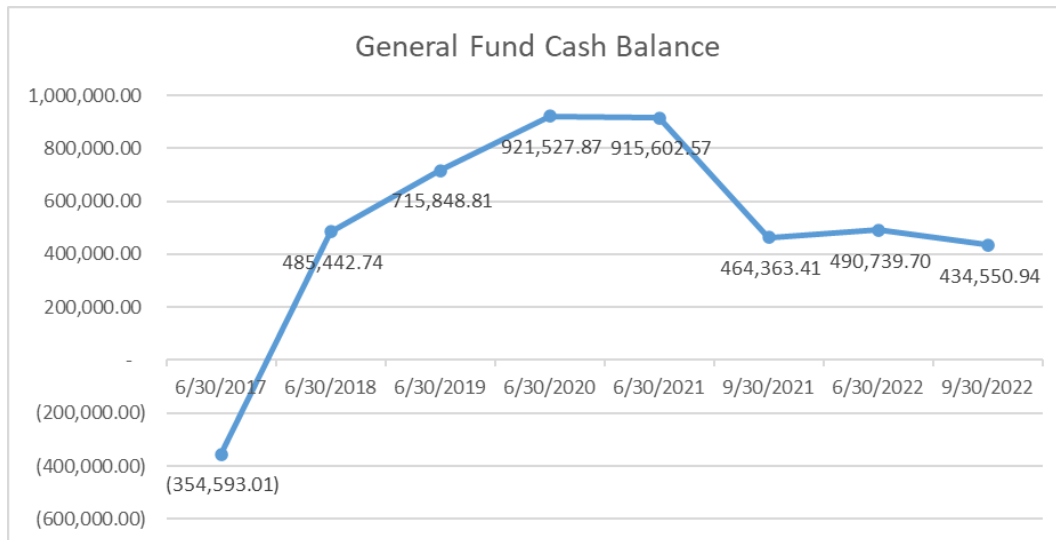
# City of Guadalupe First Quarter Financial Report Fiscal Year 2022-23 through September 2022

## Overview

The fiscal year 2022-23 financial report concentrates on the General Fund and Water/Wastewater Enterprise Funds through September 2022, or 25 percent of the year expended. The purpose of the report is to provide a status of cash, fund balance and budgeted Revenue and Expenditures versus actual at 25 percent of the fiscal year expended. As a disclosure, the year-end process is still in progress and there may be additional adjustments recommended by the auditor, for example revenue and expenses in July or August that will be accrued back to June 2022.

## General Fund Cash

Total cash as of September 30<sup>th</sup>, 2022, was \$434,550.94. For comparison, the cash balance for September 2021 was \$464,363.41



## General Fund Revenue

Actual revenue received through September 30<sup>th</sup>, 2022, compared to the approved budgeted revenue shows the General Fund below target 15.6 percent of expected revenues as compared to 25% for 3 months expended through the year.

The tables below show General Fund revenue by category. Most all revenue in these categories received in July and August was accrued back to June 2022 as part of the year end process, because they were attributable to the prior fiscal year. Property tax revenue for the current fiscal



year has not yet been received but is expected around November. The City received building permit fees from Escalante Meadows.

Gen. Fund Revenue by Category			
Category	Budget	Actual	%
Property Tax	1,650,801	17,785	1.1%
Transfers from other funds	1,665,486	298,869	17.9%
Sales Tax	1,241,166	120,076	9.7%
Utility Users Tax	450,000	105,931	23.5%
Building Permit & Planning	272,900	203,438	74.5%
Business License	272,000	236,090	86.8%
Franchise Fees	260,000	12,407	4.8%
COPS Grant	185,100	7,418	4.0%
Rental of Property	115,300	30,095	26.1%
Administrative Overhead	92,400	4,743	5.1%
Other	726,360	44,619	6.1%
<b>Total Revenue</b>	<b>6,931,513</b>	<b>1,081,473</b>	<b>15.6%</b>

Other Revenue	Budget	Actual	%
Dividends	1,800	463	25.7%
Other Lic/Permits	18,200	8,468	46.5%
Over counter plan chk	-	-	#DIV/0!
Cannabis	100,000	-	0.0%
Criminal Fines	300	20	6.8%
Other Fines	5,000	3,166	63.3%
Other Gov Grants	6,000	-	0.0%
Vehicle Anti Theft	4,000	1,021	25.5%
LEAP/REAP Grants	127,050	-	0.0%
Grading Permit	900	-	0.0%
Public Impr Plan Chk	500	-	0.0%
Plans & Specs	13,500	6,575	48.7%
AMR Fire	16,700	4,266	25.5%
Other Permit	2,500	2,056	82.2%
Other Service Chages	500	255	51.0%
Chevron	90,000	-	0.0%
Interest Inc	1,000	-	0.0%
Investment Inc	-	-	#DIV/0!
Misc Inc	1,500	3,605	240.3%
Cash Over/Short	10	11	106.7%
SRO	60,400	-	0.0%
rev from other agencies	268,000	-	0.0%
other parks & rec	-	690	#DIV/0!
Misc Rev Police	8,500	8,287	97.5%
POST	-	-	#DIV/0!
W/C Reimbursement	-	5,286	#DIV/0!
contributions	-	450	#DIV/0!
	726,360	44,619	6.1%

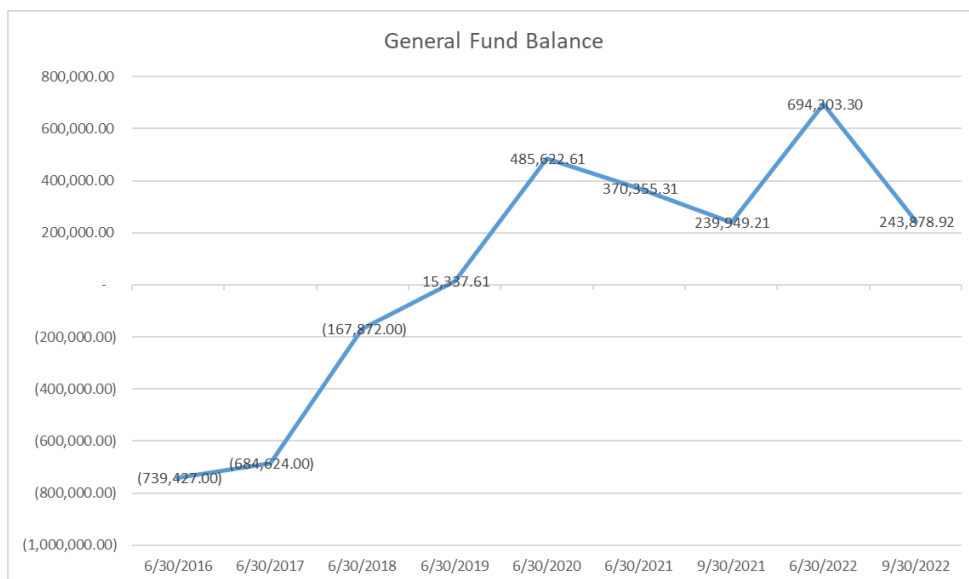
### General Fund Expenditures

Expenditures are currently under budget at 20 percent expended as compared to the approved budget. The Table and Chart below shows all General Fund Departments and spending trends as of September 30<sup>th</sup>, 2022. All departments are relatively within budget through September 2022, except for the unexpected cannabis fees that were paid recently. Expenditures shown are still preliminary figures because there may be some expenditures that relate to June 2022 that would be accrued back to the prior fiscal year. Overall, expenditures for the General Fund are higher than revenues by \$286,586 through September 2022 related to the timing of receipt of funds and year-end adjustments for accruals. This is pretty typical during the first quarter of the fiscal year.

2022-23 GENERAL FUND EXPENDITURES			
DEPARTMENT NAME	Approved Budget	Actual Spent as of 9/30/2022	25%
City Council	12,680	3,014	24%
Administration	507,300	98,983	20%
City Attorney	110,000	19,786	18%
Finance	590,883	129,457	22%
Non Departmental	588,507	66,748	11%
Building Maintenance	329,594	25,694	8%
Police	2,905,300	608,820	21%
Fire	1,264,400	283,166	22%
Parks & Rec	369,372	67,350	18%
Building and Safety	253,060	51,640	20%
Cannabis	-	13,402	#DIV/0!
<b>TOTAL ALL DEPARTMENTS:</b>	<b>6,931,096</b>	<b>1,368,059</b>	<b>20%</b>

**General Fund Balance**

The term fund balance is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). It is intended to serve as a measure of the financial resources available to the fund. Fund balance represents the total amount accumulated in the fund from prior years at a point in time. The fund balance in the General Fund as of September 30<sup>th</sup>, 2022 is a positive \$243,878.92. As mentioned earlier, this is a preliminary figure. The graph below shows the upward trend through the past several years. As shown in the visual below, the fund balance at the end of September 2021 was \$239,949.21 for comparison. A priority for City is to continue to increase the fund balance enough to establish a reserve of a minimum of 15% of the General Fund operating budget, which is \$1,020,124.

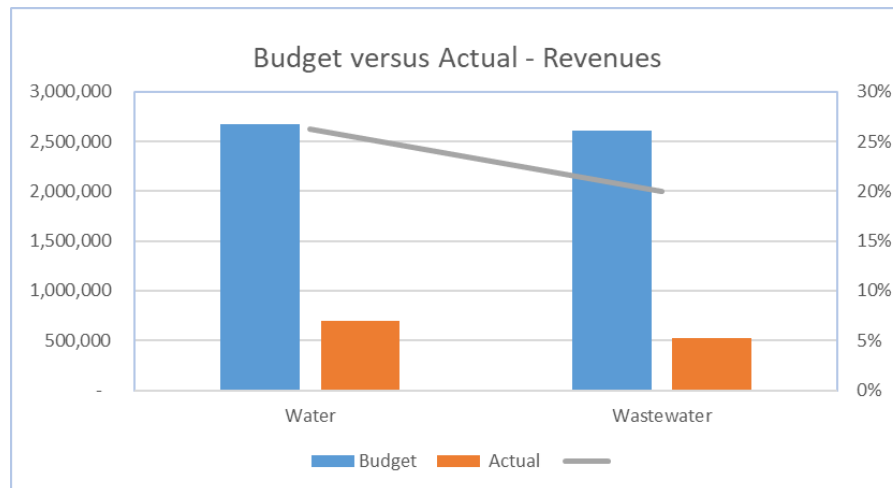


**ENTERPRISE FUNDS – WATER AND WASTEWATER**

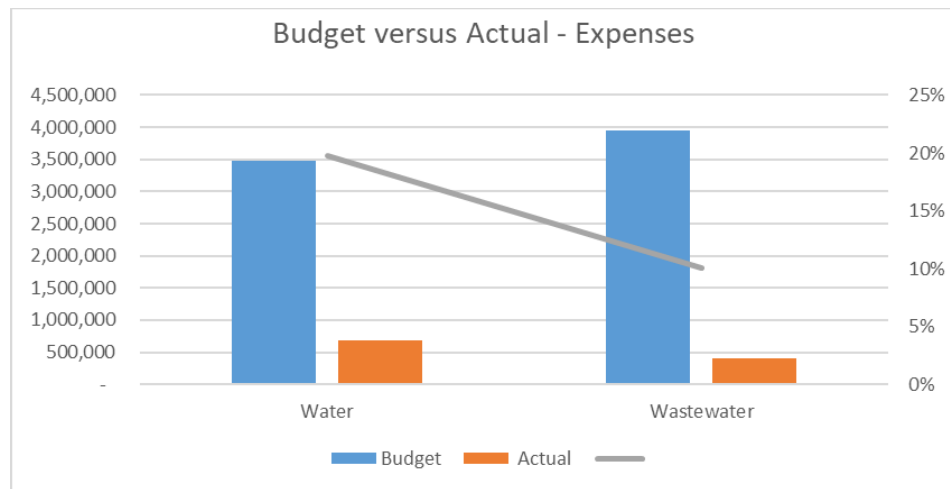
The Statement of Revenues and Expenditures through September of fiscal year 2022-23 is shown in the Table below.

Actuals Through Sept 30, 2022	Water	Wastewater
<b>REVENUES</b>		
Charges for Services	685,812	473,402
Interest	2,231	-
Other	12,069	46,106
Connection Fees	1,183	631
Developer Fees	-	-
<b>Total</b>	<b>701,295</b>	<b>520,139</b>
<b>EXPENSES</b>		
Operating	301,639	383,756
Capital	146,637	12,035
Depreciation	-	-
State Water	146,549	-
Debt Service	94,335	-
<b>Total</b>	<b>689,159</b>	<b>395,791</b>

The following charts compare budget to actual Revenue and Expense:



The Enterprise funds experienced revenue at 26% of budget for Water and 20% for Wastewater for the period.



Operating expenses for Water and Wastewater are below budget at 20% and 10%, respectively.

**ARPA**

During the budget process, City Council approved the use of funds from ARPA in the amount of \$1,396,918 for the current fiscal year. So far through September 2022, \$100,031.66 has been expended in the current fiscal year, \$441,358.41 total since the award. The remaining of the funds would have to be expended by the end of December 2024. Please see Exhibit A for further details.

**CONCLUSION**

The City needs to continue to look for cost cutting measures and additional revenue sources in order to continue to provide the services the residents expect and for these to be sustainable long-term. Sustainability is a concern when reserves are not at the target amount. Currently, the City has ARPA funds available, but these are limited. The City should not be dependent on one-time monies to sustain recurring expenses. Enterprise funds and other funds are general in line with budget and City Staff does not expect any further significant fluctuations in these funds. City Staff will continue to monitor closely and continue to provide a financial report to Council monthly.

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*Information in this report is unaudited.*

EXHIBIT A

	A	B	C	D	N	O	P	Q	R	S	T	U	V	W	X
1	ARPA Summary - Draft				ACTUAL			BUDGETED	ACTUAL	ACTUAL	ACTUAL			BUDGETED	
2		Description	Council Approved		FY21-22	REMAINING		FY22-23	Jul-22	Aug-22	Sep-22	REMAINING		FY23-24	REMAINING
4	revenue	General Fund loss of revenue	\$ 200,456		\$ 30,000.00	\$ 170,456.17		170,456.17				170,456.17		-	170,456.17
5	revenue	General Plan Environmental impact review	\$ 46,074		\$ -	\$ 46,073.80		46,073.80				46,073.80		-	46,073.80
6		Water Utility debt forgiveness	\$ 35,000		\$ 35,000.00	\$ -		-				-		-	-
7	CDBG	Los Amigos de Guadalupe	\$ 40,000		\$ 5,994.21	\$ 34,005.79		30,805.79		7,101.84	600.40	26,303.55		-	26,303.55
8	revenue	Cyber Sec Upgrades IT	\$ 75,000		\$ 26,220.00	\$ 48,780.00		24,390.00				48,780.00		24,390.00	24,390.00
9		Rec Manager	\$ 168,865		\$ 39,749.43	\$ 129,115.77		92,600.00	9,808.70	6,891.18	6,788.87	105,627.02		36,516.82	69,110.20
10		Jack O'Connell Park	\$ 25,000		\$ 25,000.00	\$ -		-				-		-	-
11	01-4300-1550	Concession Stand	\$ 1,000		\$ -	\$ 1,000.00		1,000.00				1,000.00		-	1,000.00
12	01-4300-1550	Recreational Programs	\$ 20,000		\$ 876.18	\$ 19,123.82		19,671.71	1,882.13	20.30	75.81	17,145.58		-	17,145.58
13	01-4300-1550	Tables and C Storage	\$ 8,900		\$ -	\$ 8,900.00		8,900.00				8,900.00		-	8,900.00
14	01-4140-2999	PPE Supplies	\$ 4,800		\$ 169.64	\$ 4,630.36		4,630.36				4,630.36		-	4,630.36
15		Public Safety Paid Volunteers	\$ 10,000		\$ 10,000.00	\$ (0.00)		-				(0.00)		-	(0.00)
16	CIP	Planning Software	\$ 73,000		\$ -	\$ 73,000.00		73,000.00				73,000.00		-	73,000.00
17	01-4140-2151	Adobe	\$ 18,208		\$ 10,589.21	\$ 7,618.51		7,618.51				7,618.51		-	7,618.51
18		WiFi for LeRoy Park - Change Orders	\$ 39,000		\$ 39,000.00	\$ -		-				-		-	-
19		Live Streaming Equipment, Webcam, TV's	\$ 8,500		\$ 8,440.22	\$ 59.78		-				59.78		-	59.78
20	01-4140-2151	Building Attendant - Live Streaming Administration	\$ 4,320		\$ -	\$ 4,320.00		4,320.00				4,320.00		-	4,320.00
21	01-4140-2151	Spanish/Mixteco Interpreting Services	\$ 7,500		\$ -	\$ 7,500.00		7,500.00				7,500.00		-	7,500.00
22	01-4140-2151	Website Update	\$ 15,000		\$ 7,550.00	\$ 7,450.00		6,450.00		658.59		6,791.41		-	6,791.41
23	01-4140-2151	Website Content	\$ 4,800		\$ -	\$ 4,800.00		4,800.00				4,800.00		-	4,800.00
24	01-4140-2151	Website Event Management Plugin	\$ 5,000		\$ -	\$ 5,000.00		5,000.00				5,000.00		-	5,000.00
25	01-4140-2151	Website PW Request - Workflow Management	\$ 1,200		\$ -	\$ 1,200.00		1,200.00				1,200.00		-	1,200.00
26	01-4140-1550	Surface Pro 7 w/Keyboard	\$ 19,682		\$ -	\$ 19,681.60		19,681.60				19,681.60		-	19,681.60
27	CIP	City hall roof repairs	\$ 266,000		\$ -	\$ 266,000.00		300,000.00	9,100.00	2,500.00		254,400.00		-	254,400.00
28	CIP	O'Connell Park gate	\$ 10,000		\$ -	\$ 10,000.00		100,000.00				10,000.00		-	10,000.00
29	CIP	O'connell irrigation renovation	\$ 54,000		\$ -	\$ 54,000.00		-				54,000.00		-	54,000.00
30	CIP	City hall painting	\$ 55,000		\$ -	\$ 55,000.00		-				55,000.00		-	55,000.00
31	CIP	Leroy Park Parking Lot	\$ 165,000		\$ -	\$ 165,000.00		154,000.00				165,000.00		-	165,000.00
32	01-4200-1400	Generator (1)	\$ 50,000		\$ -	\$ 50,000.00		50,000.00				50,000.00		-	50,000.00
33	01-4145-2150	Auditorium Upgrades	\$ 75,000		\$ 40,763.39	\$ 34,236.61		46,698.11	11,333.84		31,470.00	(8,567.23)		-	(8,567.23)
34	01-4145-1550	PW Conference Room Upgrades	\$ 18,000		\$ 4,331.43	\$ 13,668.57		15,638.57			6,840.00	6,828.57		-	6,828.57
35	<del>01-4145-1550</del>	<del>Finance Office Upgrades</del>	\$ -		\$ -	\$ -		-				-		-	-
36	01-4145-2150	Vegetation Maintenance; Gates, vehicle, code compliance	\$ 50,000		\$ 19,124.00	\$ 30,876.00		30,876.00	4,960.00			25,916.00		-	25,916.00
37		Maintenance Lead	\$ 85,500		\$ -	\$ 85,500.00		75,600.00				85,500.00		9,900.00	75,600.00
38	CIP	Library Relocation	\$ 30,000		\$ -	\$ 30,000.00		30,000.00				30,000.00		-	30,000.00
39		Admin and Finance Heating	\$ 25,240		\$ 25,240.16	\$ -		-				-		-	-
40		SBCAG Broadband Contribution	\$ 5,223		\$ 5,422.63	\$ (200.00)		-				(200.00)		-	(200.00)
41	01-4200-0100	Differential for Emergency Services Manager	\$ 3,298		\$ -	\$ 3,298.00		3,298.00				3,298.00		-	3,298.00
42	01-4405-0150	Temp. Permit/Planning appointment for scanning	\$ 1,210		\$ -	\$ 1,210.00		1,210.00				1,210.00		-	1,210.00
43		Drinking Fountain and refridgerator	\$ 6,506		\$ 6,506.25	\$ (0.25)		-				(0.25)		-	(0.25)
44	CIP	Emergency declaration - electrical issues	\$ 50,000		\$ 1,350.00	\$ 48,650.00		50,000.00				48,650.00		-	48,650.00
45	revenue	finance intern/part-time	\$ 26,637		\$ -	\$ 26,637.00		11,500.00				26,637.00		-	26,637.00
46			\$ 1,807,918		\$ 341,326.75	\$ 1,466,591.53		1,396,918.62	37,084.67	17,171.91	45,775.08	1,366,559.87		70,806.82	1,295,753.05
47		Total ARPA awarded	\$ 1,860,000												
48		Remaining to allocate	\$ 52,082												
49					TOTAL Actual FY21-22			TOTAL BUDGET FY22-23	July 2022	Aug 2022	Sept 2022			TOTAL BUDGET FY23-24	
50					\$ 212,623	related to General Fund		\$ 659,113	\$ 27,985	\$ 7,570	\$ 6,864.68	related to General Fund		\$ 70,807	related to General Fund
51					\$ 2,453	related to transit		\$ -	\$ -	\$ -	\$ -	related to transit		\$ -	related to transit
52					\$ 44,994	related to cdbg		\$ 30,806	\$ -	\$ 7,102	\$ 600.40	related to cdbg		\$ -	related to cdbg
53					\$ 2,787	related to fund 60		\$ -	\$ -	\$ -	\$ -	related to fund 60		\$ -	related to fund 60
54					\$ 20,220	related to CIP		\$ 707,000	\$ 9,100	\$ 2,500	\$ -	related to CIP		\$ -	related to CIP
55					\$ 33,250	related to water		\$ -	\$ -	\$ -	\$ -	related to water		\$ -	related to water
56					\$ 25,000	related to fund 38					\$ 1,940.00	related to fund 71		\$ -	related to fund 38
57					\$ 341,327						\$ 36,370.00	related to fund 76		\$ 70,807	
58					\$ -			\$ 1,396,919	\$ 37,085	\$ 17,172	\$ 45,775			\$ -	
59								\$ -	\$ -	\$ -	\$ -				



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Todd Bodem*

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**Prepared by:**

**Todd Bodem, City Administrator**

**SUBJECT:** Consider entering into an agreement with Mr. Larry Appel, Integrity Planning, for independent contractor planning services.

**RECOMMENDATION:**

It is recommended the Council adopt Resolution No. 2022-95 authorizing the City to enter a one-year Agreement for Planning Services with Mr. Larry Appel, Integrity Planning commencing on January 1, 2023.

**BACKGROUND:**

In December 2017 the City entered into a “temporary” agreement with Mr. Larry Appel, Integrity Planning to provide independent contractor planning services to the City. In this initial agreement there was no set term, no references to insurance requirements and no detailed scope of the services provided. The initial hourly rate proposed was \$85.00.

On April 23, 2019, the City Council approved a new agreement for a one-year term with a negotiated hourly rate increase from \$85.00 to \$95.00 per hour using the City’s standard professional services agreement. On March 24, 2020, the City Council approved a new agreement for a one-year term with a negotiated hourly rate increase from \$95.00 to \$105.00 effective as of April 24, 2020 through April 23, 2021. On April 27, 2021, the City Council approved a new agreement for a term commencing on April 24, 2021 through December 31, 2022, with a negotiated hourly rate increase from of \$115.00 per hour through April 27, 2022, and an increased hourly rate of \$120.00 per hour from April 27, 2022, through December 31, 2022. Since the current agreement with Integrity Planning (Larry Appel) will expire on December 31, 2022, the City Council must consider renewing the agreement. To assist with fiscal planning for the City, Mr. Appel is willing to enter a contract through the end of December 2023, when he plans to cease providing professional planning services as an independent contractor.

Attached for Council consideration is the proposed agreement with Integrity Planning (see Attachment No. 2). The proposed agreement is essentially identical to the current agreement, except for a proposed adjustment in the hourly rate from \$120.00 to \$125.00 per hour.

In staff's opinion the adjustment is warranted. Most private planning firms would charge the City an hourly rate of between \$200.00 to \$250.00 per hour for someone with a background similar to Mr. Appel's.

Mr. Appel plans to cease providing professional planning services as an independent contractor at the end of December 2023. City staff has completed a cost benefit analysis to consider planning services including options for in-house, continued out-sourcing, or a combination thereof by the end of the Mr. Appel's contract. It was determined to revisit this item during the mid-fiscal year budget review. In the meantime, staff recommends that the City Council approve the proposed agreement with Integrity Planning.

### **Options Available to the Council**

1. The Council could approve the agreement as recommended;
2. The Council could direct that changes be made to the agreement; or
3. The Council could decide not to enter into the agreement.

### **FISCAL IMPACT:**

With the increase in the hourly rate from \$120.00 to \$125.00 per hour commencing on January 1, 2023, through December 31, 2023, there would be a modest impact to the City's General Fund. It should be noted that a significant portion of the charges for services illustrated in the contract would be offset by the planning fees the City collects. This increase would also be more than offset by the reimbursement through the REAP grant. Additionally, the City collects a 30% overhead on all hours Mr. Appel bills when working on reimbursable projects (applicant-paid projects).

### **ATTACHMENTS:**

1. Resolution No. 2022-95
2. Proposed Consultant's Agreement between the City and Larry Appel/Integrity Planning (January 1, 2023-December 31, 2023)



RESOLUTION NO. 2022-95

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH LARRY APPEL (INTEGRITY PLANNING) FOR INDEPENDENT CONTRACTOR PLANNING SERVICES**

**WHEREAS**, the City of Guadalupe is in need of professional planning services and does not have any employees that perform these services; and

**WHEREAS**, Mr. Larry Appel has served other jurisdictions as a Community Development Director and as a Deputy Planning Director and is well qualified to serve the City of Guadalupe as an independent contractor planner; and

**WHEREAS**, Mr. Larry Appel of Integrity Planning initially entered into a temporary agreement in 2017 to provide such services for the City; and

**WHEREAS**, on April 23, 2019, the City Council approved a one (1) year agreement with Integrity Planning to provide professional planning services from April 24, 2019 through April 23, 2020; and

**WHEREAS**, on March 24, 2020, the City Council approved a one (1) year agreement with Integrity Planning to provide professional planning services from April 24, 2020, through April 23, 2021; and

**WHEREAS**, on April 27, 2021, the City Council approved a new agreement with Integrity Planning for a term commencing on April 24, 2021 and ending on December 31, 2022, to provide professional planning services with an hourly rate of \$115.00 through April 27, 2022, and an hourly rate increase to \$120.00 from April 27, 2022, through December 31, 2022, respectfully; and

**WHEREAS** the City desires to continue to retain Mr. Appel of Integrity Planning to provide said services with a new agreement commencing January 1, 2023, through December 31, 2023; and

**WHEREAS**, the City of Guadalupe has negotiated a contract with Mr. Appel/Integrity Planning that incorporates a scope of work and an hourly rate adjustment from \$120.00 to \$125.00 commencing on January 1, 2023 through December 31, 2023.

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

**SECTION 1.** The Agreement for Consulting Services between the City of Guadalupe and Mr. Larry Appel, Integrity Planning, attached to the staff report for this item and incorporated in this resolution, is hereby approved.

**SECTION 2.** The Mayor is authorized to sign the Agreement with Mr. Larry Appel, Integrity Planning on behalf of the City.

**SECTION 3.** 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.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of November 2022 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-95**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney

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

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 22nd day of November 2022, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and INTEGRITY PLANNING, a sole proprietorship ("**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 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from commencing on January 1, 2023 through December 31, 2024, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

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

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

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (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 (Administration, ministerial, and discretionary review). 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, unless all documents and records are turned over to the City at the conclusion of the Agreement.

(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 Consultant shall not 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 shall not, without prior 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 sub consultant 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 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: If required, 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) 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.

(2) 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. 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 19. 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 20. 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, and 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 21. 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 22. 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: **Integrity Planning  
Attn: Larry Appel  
4352 Foxenwood Circle  
Santa Maria, CA 93455**

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

Section 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

**CITY OF GUADALUPE**

**INTEGRITY PLANNING**

By: \_\_\_\_\_  
Ariston D. Julian, Mayor

by: \_\_\_\_\_  
Larry Appel, Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip F. Sinco, City Attorney

## **EXHIBIT A – Scope of Services**

**Consultant will provide City with planning services similar to a fully functioning planning agency and will operate as a Contract Planning Director, assuming all duties of the Planning Department. While the Consultant is not allowed to maintain an office at the City due to CalPERS requirements for an Independent Contractor, Consultant will provide administrative, ministerial and discretionary planning services as needed to process applications, provide planning research for staff and the general public, update the Guadalupe Municipal Code and any other chapters as requested by City Council or City Administrator, oversee updating of the General Plan, provide monthly reports to City Council and any other reports as requested by City Council or City Administrator, prepare California Environmental Quality Act (CEQA) documents, Categorical and General Exemptions as needed for privately submitted projects, or City projects. Consultants shall attend meetings and hearings, communicate with staff and the public through electronic mail and telephonically, all necessary to carry out the duties of the Contract Planning Director. In general, the Consultant will not exceed 20 hours per week, unless working on a discretionary project (applicant reimbursable).**

## **Exhibit B – Compensation**

**Contract Planning Director shall be compensated at the rate of One Hundred Twenty-Five (\$125.00) Dollars per hour from January 1, 2023 through December 31, 2024.**



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Todd Bodem*

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

**SUBJECT:** Approval of Amendment No. 1 to Agreement with Hinderliter, De Llamas & Associations (HdL) for Cannabis-Related Services

**RECOMMENDATION:**

It is recommended the Council approve Amendment No. 1 to the City's agreement with Hinderliter, De Llamas & Associations (HdL) for expanded commercial cannabis-related services and authorize the Mayor to sign the amendment on behalf of the City.

**BACKGROUND:**

The City entered into an agreement with HdL on April 21, 2020, for technical subject matter expertise and assistance for development of the City's commercial cannabis program. (See Attachment 1). The scope of services for this agreement (referred to as the "Schedule") included up to 100 hours of technical assistance including: support/presentations; assistance with developing an ordinance to regulate commercial cannabis; development of a standard operating agreement for all commercial cannabis businesses for agreed upon community benefits including revenue to the City; and assistance with a fiscal analysis to ascertain the costs to the City related to establishment of the commercial cannabis program and application process (to ensure the application and other fees would cover these costs). The compensation due under this agreement was "not to exceed \$25,000." Since the amount of this agreement was under the \$50,000 amount that would require approval by the City Council, City Administrator Todd Bodem entered into this agreement with HdL on behalf of the City.

Since then, HdL has worked closely with City staff, the City Council, and the public on the development of the City's commercial cannabis program. It has not completed all of the services anticipated by this agreement, but it has completed the majority of them to date. The main services that still needed to be provided concerning completing the fiscal analysis and the standard operating agreement for community benefits, which are still on-going.



## **DISCUSSION:**

City staff has been very satisfied with the services provided by HdL, and has realized that HdL's expertise would still be beneficial for the City as the process of completing and administering its commercial cannabis program continues. Accordingly, staff requested that HdL provide an expanded scope of services to include the remaining services still to be provided under the existing agreement, and to provide the following additional services: preparing a standard Community Benefit Agreement (referred to as the standard operating agreement in the current agreement); pre-license site checks; annual audits; and compliance inspections.

Since the continuation of services from the current agreement with the additional and expanded services to be provided by HdL will be in an amount "not to exceed \$65,300," the cost of this agreement will likely be in excess of the \$50,000 amount that has been delegated to City staff for consultant services. Therefore, the City Council is required to approve the new amended agreement.

## **FISCAL IMPACT:**

While HdL's services have been paid by the City, the net impact on the City's budget is anticipated to be nearly or entirely covered by the fees paid during the application process and the on-going fees that will be required to be paid by the applicants selected to proceed with the commercial cannabis business permit process (since this was part of the fiscal analysis HdL has assisted the City with and will continue with under the proposed amended agreement). In addition, the City will receive a positive impact on its revenue from the commercial cannabis businesses once they commence operations.

## **ATTACHMENTS**

1. Original Agreement between HdL and the City of Guadalupe.
2. Amendment No. 1 to the Agreement between the City of Guadalupe and HdL

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this "Agreement") is entered into as of April 12, 2021 (the "Agreement Date") by and between and the City of Guadalupe, California 918 Obispo Street, Guadalupe, CA 93434 ("Client"), which is located within the state of California (the "State").

### WITNESSETH:

**WHEREAS**, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

**WHEREAS**, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

**WHEREAS**, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

#### **1. Services.**

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services"). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide services similar to the Services.

**2. Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and

costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

### **3. Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

**4. Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

### **5. Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client (other than litigation between Client and Consultant arising out of this Agreement), which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost (all of which are deemed to be additional Fees).

## **6. Confidentiality; Software Use and Warranty; Records.**

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs the Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client's staff as may be

designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software's documentation, nor modify (or allow the modification of) the Software or the Software's documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or the Software's documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client's access to such software (including, without limitation, by Consultant, such software's owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant's or such third parties' exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents

and other final work product related to the Services and provided to Client for the term of years referenced above).

## **7. Term and Termination**

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

## **8. Indemnification.**

8.1 Consultant, on behalf of itself and its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group"), agrees to fully and promptly protect, indemnify, reimburse and hold harmless Client, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Client Group"), from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Consultant under this Agreement, or (b) any gross (including professional) negligence or willful misconduct on the part of any one or more of Consultant Group.

8.2 Client, on behalf of itself and the other members of Client Group, agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant and the other members of Consultant Group from and against any and all Liabilities which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission by any one or more Client Group. In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well

as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.3 Client's obligation under this Agreement to protect, defend, indemnify, reimburse and hold harmless Consultant Group includes, but is not limited to, Liabilities arising directly or indirectly from the consumption or use of, any civil, criminal or regulatory action or proceeding (including, without limitation, any proceeding based on a petition for a writ of mandate) involving the validity or legality of any ordinance allowing the sale of, and/or any interpretation of the meaning of any ordinance allowing the sale of, any cannabis and/or cannabis containing products (including, without limitation, marijuana -- whether or not Consultant had a role in the drafting of any such ordinance), and/or the review of cannabis business applications and/or the issuance or non-issuance of cannabis business permits.

8.4 Promptly after any member of Client Group or any member of Consultant Group (in each case, the "Indemnified Group") receives notice of the commencement of any proceeding for which Client or Consultant (as the case may be) intends to make a claim for indemnification under this Agreement, it should notify the other party (the "Indemnifying Party"), but the failure to so notify will not result in the loss of any rights of any of the Indemnified Group to indemnification hereunder except to the extent that the Indemnifying Party does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. The Indemnifying Party will assume the defense of the Indemnified Group (including the employment of legal counsel reasonably satisfactory to the Indemnified Group) and payment of such counsel's fees and disbursements (including retainers). Should the Indemnified Group reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if the Indemnifying Party has not assumed the defense, then any of the Indemnified Group may employ separate legal counsel, and the Indemnifying Party will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of the Indemnified Group.

8.5 Neither Consultant nor Client shall, without the other party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of the other party or any other member of the Indemnified Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of the other party and any other member of the Indemnified Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of the other party and any other member of the Indemnified Group.

## **9. Liability Limitations; Governing Law; Dispute Resolution**

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross (including professional) negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this

Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or gross (including professional) negligence.

9.1.5 No claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than one year after the date on which such claim arose (regardless of the date when Client may have discovered a basis for the claim).

9.1.6 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.



9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

## **10. General Legal Provisions.**

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary, Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be

deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: 120 S. State College Blvd., Brea CA, 92821, Attn: David McPherson, Email: dmcperson@hdlcompanies.com; and Client: City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434 Attn: Todd Bodem, City Administrator, Email: tbodem@ci.guadalupe.ca.us.

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

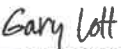
10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.


**CONSULTANT:**

HINDERLITER, DE LLAMAS &  
ASSOCIATES

DocuSigned by:  
  
C2132C7556B744E...  
By: Gary Lott  
Its: Chief Operating Officer

**CLIENT:**

CITY OF GUADALUPE

  
By Todd Bodem  
Its City Administrator

-

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

# City of Guadalupe

## **Cannabis Consulting Services**

March 24, 2021

# HdL<sup>®</sup> Companies

**SUBMITTED BY**

HdL Companies  
120 S. State College Blvd., Ste 200  
Brea, CA 92821  
hdlcompanies.com

**CONTACT**

David McPherson  
T: 714.879.5000  
E: dmcpherson@hdlcompanies.com

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March 24, 2021

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**I. LETTER OF TRANSMITTAL**

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March 24, 2021

Todd Bodem  
City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, California 93434

**Re: Proposal for Cannabis Consulting Services**

Dear Mr. Bodem,

Thank you for the opportunity to submit this proposal for cannabis consulting services for the City of Guadalupe. The enclosed scope of services provides 100 hours of general consulting and subject matter expertise to be used as needed by the City. It is anticipated that these hours may be used to assist the City with presentations, development of a cannabis regulatory ordinance, cost recovery fees and a standard operational agreement for cannabis businesses.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our team of professionals have more than 52 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Guadalupe in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at [anickerson@hdlcompanies.com](mailto:anickerson@hdlcompanies.com) or David McPherson at [dmcpherson@hdlcompanies.com](mailto:dmcpherson@hdlcompanies.com) or by phone at 714.879.5000.

Sincerely,



Andy Nickerson  
President, HdL Companies

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## **II. PROPOSED SCOPE OF SERVICES**

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The City of Guadalupe has been considering development of a program to allow a limited number of commercial cannabis businesses as a way to generate much-needed revenue. It is anticipated that the City may allow a single cannabis retailer, along with perhaps distribution and manufacturing uses. Cannabis businesses would likely be required to enter into negotiated operational agreements which would include specified community benefits as a means for generating revenue for the City. The costs for development and implementation of the cannabis regulatory program would be recovered from cannabis businesses and applicants through fees.

The City is requesting that HdL Companies provide subject matter expertise on an as-needed basis to assist the City with exploration and development of its cannabis program. It is anticipated that this general consulting may be used to assist the City with development and review of a draft cannabis regulatory ordinance, determining appropriate cost recovery fees, and assistance with development of a standard operational agreement for cannabis businesses.

### **Objective 1: Technical Assistance and Subject Matter Expertise**

HdL shall provide up to 100 hours of general consulting in the form of subject matter expertise or technical assistance, to be utilized on an as-needed basis at the City's request. It is anticipated that these hours may be utilized to assist the City with the following services:

- Support and presentation at a community meeting to help inform and guide the development of a cannabis ordinance and associated regulatory program, including an overview of the cannabis industry, license types, ordinance development, zoning considerations, licensing and regulatory oversight, and cannabis taxes and fees. Any travel associated with meeting attendance shall incur an additional \$600 charge.
- Assistance with the development of a commercial cannabis regulatory ordinance that is consistent with State laws and protects the health, safety and welfare of the community. HdL may assist the City with determining the number and types of businesses to be permitted, application and renewal procedures, location requirements, site security measures, inspections and enforcement protocols, operational procedures, and other requirements.
- Assisting City staff with development a draft standard operating agreement as a means for requiring cannabis businesses to provide agreed-upon community benefits, including revenues for the City.
- Assistance with conducting a fiscal analysis to determine the costs of all City staff time, overhead, fringe benefits, consultants and any other services associated with each step of the cannabis permitting and regulatory process.
- Monitoring changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues as may be requested by the City.

### III. COST

The proposed services are broken down into specific line items in the cost table below. This proposal does not include any additional items that are not contemplated by this scope of services. Any additional services requested by the City will be billed at HdL's hourly rate.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement.

Scope of Service Objectives	Estimated Cost
<b>Objective 1: Technical Assistance and Subject Matter Expertise</b> Up to 100 hours @ \$250/hr to be used as needed	\$25,000
<b>Travel:</b> (if and as needed for meeting attendance)	\$600 per day
<b>TOTAL NOT TO EXCEED</b>	<b>\$25,000</b>
All City costs would be fully recoverable from cannabis business applicants.	



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## **IV. EXPERIENCE AND RESOURCES**

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### **Company Profile**

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 52 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 18,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

### **Key Personnel**

#### **David McPherson, Compliance Director**

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 10 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

#### **Matt Eaton, Deputy Compliance Director**

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

**Ajay Kolluri, Deputy Director of Policy and Audits**

Ajay Kolluri is the Deputy Director of Audits and Operations for HdL's Cannabis Division. Ajay is responsible for overseeing the cannabis audit team and the daily operations of the division, which includes special projects such as community outreach, surveys, grant solicitation, revenue analysis, cost recovery fee studies, contracts, budgeting, and marketing. Ajay previously served as Program Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, with one of the largest legal cannabis markets in the state. During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over \$10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, social equity, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

**Mark Lovelace, Senior Policy Advisor**

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first regional summit on cannabis issues in 2015 which helped guide the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, State legislators, and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and industry groups.

Mark received his Bachelor of Science degree in Industrial Design from San Jose State University. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

### **Kami Miller, Senior Compliance Inspector**

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

### **Michelle Shaw, Compliance Inspector**

Michelle is a Cannabis Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

### **Alfredo Marquez, Senior Auditor**

Alfredo Marquez is a Senior Auditor at HdL. His primary role is to conduct cannabis tax audits. Alfredo previously worked for a publicly traded corporation as a Senior Internal Auditor where he performed risk assessments of new business acquisitions, financial and Sarbanes & Oxley audits. He also conducted compliance audits in the areas of commercial and government contracts, export and import activities, and general information technology controls. In these roles he worked with employees at various levels within the organization across North America, Latin America, Europe, and Asia in order to meet organizational objectives. Alfredo has recently done work for the Cities of Cotati, Cloverdale, Desert Hot Springs, Perris, Port Hueneme, and Vallejo. He earned his Bachelor's degree in Accounting from the University of La Verne.



**Elizabeth Eumurian, Senior Auditor**

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

**Odette Mikhail, Auditor**

Odette Mikhail is an Auditor at HdL. Her primary role is to conduct financial audits. Odette previously worked as a senior auditor at public accounting firms. In this role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements. Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt.

**Tao Lu, Auditor**

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China.

Tao was born and raised in China. He earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

**Mark Brogan, Auditor**

Mark Brogan works as an Auditor for HdL's Cannabis Management Team. Mark previously worked for the City of San Jose as a Financial Analyst and later as a Supervisor in the Revenue Management Division of the City's Department of Finance. Mark also worked in the City's Housing Department prior to his time with the Department of Finance.

Mark holds a Bachelor's Degree in Business Administration from San Jose State University, with a minor in Economics. Mark is also an accomplished triathlete and has successfully completed numerous marathons and Iron Man competitions.

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## **V. REFERENCES**

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### **City of Grover Beach**

Matt Bronson  
City Manager  
Phone: 805.473.4567  
Email: [mbronson@groverbeach.org](mailto:mbronson@groverbeach.org)

### **City of Port Hueneme**

Tony Stewart  
Director of Community Development  
Phone: 805.986.6520  
Email: [tstewart@cityofporthueneme.org](mailto:tstewart@cityofporthueneme.org)

### **County of Santa Barbara**

Steven Yee  
Fiscal and Policy Analyst  
Phone: 805.568.3433  
Email: [shyee@countyofsb.org](mailto:shyee@countyofsb.org)

### **City of San Luis Obispo**

Greg Herman  
Deputy City Manager  
Phone: 805.781.7194  
Email: [ghermann@slocity.org](mailto:ghermann@slocity.org)

### **City of Goleta**

Luke Rioux  
Finance Director  
Phone: 805.562.5508  
Email: [lrioux@cityofgoleta.org](mailto:lrioux@cityofgoleta.org)

**AMENDMENT NO. 1  
TO  
MASTER SERVICE AGREEMENT  
BETWEEN THE CITY OF GUADALUPE  
AND  
HINDERLITER, DE LLAMAS & ASSOCIATES (“HdL”)**

The City of Guadalupe, a municipal corporation ("City") and Hinderliter, De Llamas & Associates ("Consultant") hereby agree to the following amendment to their agreement entered into on April 12, 2021 (the “original Agreement”) effective as of November 8, 2022:

The Schedule attached to the original Agreement is hereby replaced by the revised Schedule attached to this Amendment No. 1.

Except as provided by the foregoing, all other terms and conditions of the original Agreement will remain the same.

CITY:

CONSULTANT:

CITY OF GUADALUPE

HINDERLITER, DE LLAMAS & ASSOCIATES

By: \_\_\_\_\_  
Ariston Julian, Mayor

DocuSigned by:  
By: Gary Lott  
C2134C7656B7445  
Gary Lott, Chief Operating Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip F. Sinco, City Attorney

# City of Guadalupe

## Cannabis Management Services

September 30, 2022

**HdL**  Companies

**SUBMITTED BY**

HdL Companies

120 S. State College Blvd., Ste 200

Brea, CA 92821

[hdlcompanies.com](http://hdlcompanies.com)

**CONTACT**

Ajay Kolluri

T: 714.879.5000

E: [akolluri@hdlcompanies.com](mailto:akolluri@hdlcompanies.com)



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## I. COVER LETTER

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September 30, 2022

Todd Bodem  
City Administrator  
City of Guadalupe  
918 Obispo Street  
Guadalupe, California 93434

**Re: Proposal for Cannabis Management Services**

Dear Mr. Bodem,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Guadalupe. The enclosed scope of services provides for HdL to conduct a cost-recovery fee study, assist the City with developing community benefits agreements, and to conduct pre-license site visits, regulatory compliance inspections and annual revenue audits. The proposal also includes additional hours of general subject matter expertise to be used as needed by the City.

HdL is recognized as the industry leader in the development, implementation and enforcement of cannabis management programs for local governments in California. We have partnered with over 175 California cities and counties on cannabis-related programs, including ordinance development and review, community outreach and education, merit-based application and permitting processes, cost recovery studies, compliance inspections, financial audits, fiscal analyses and law enforcement training.

Our cannabis team has unmatched expertise, with more than 65 years' combined experience in the development, implementation and enforcement of cannabis regulatory and tax programs. Our team members have conducted over 18,000 cannabis compliance inspections and financial audits in California, Colorado and Nevada, and have reviewed, scored and processed over 3,500 cannabis business applications in the last six years in California. HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry.

We look forward to the opportunity to partner with the City of Guadalupe in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at [anickerson@hdlcompanies.com](mailto:anickerson@hdlcompanies.com) or Ajay Kolluri at [akolluri@hdlcompanies.com](mailto:akolluri@hdlcompanies.com) or by phone at 714.879.5000.

Sincerely,



Andy Nickerson  
President, HdL Companies

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## **II. PROPOSED SCOPE OF SERVICES**

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The City of Guadalupe has engaged the services of HdL Companies to assist with the development of its cannabis regulatory and permitting program. The program allows for up to 2 cannabis retailers. Other cannabis business types such as manufacturing, distribution and processing will be allowed without a numerical limit. Commercial cannabis cultivation other than processing is not allowed.

HdL has so far assisted the City with development of a cannabis regulatory ordinance and application process, as well as conducting application reviews, applicant interviews and supplemental background checks. Selected applicants will be required to enter into a negotiated agreement with the City to provide agreed-upon community benefits.

The City is now seeking additional assistance from HdL to develop appropriate cost recovery fees, to assist with negotiating community benefits agreements, and to conduct pre-license site visits, annual revenue audits and regulatory compliance inspections. The City is also requesting that HdL provide additional hours of general subject matter expertise to be used as needed.

These objectives are described in greater detail below.

### **Objective 1: Cost Recovery Fee Analysis**

HdL will conduct a fiscal analysis to determine appropriate post-application regulatory fees, including community benefit agreement development, pre-license site visits, annual revenue audit, and compliance inspection services. The analysis shall consider the costs of all City staff time, overhead, fringe benefits, consultants and any other services associated with each step of the post-application process. HdL staff has experience developing cannabis regulatory fees and doing a “fit gap” analysis of staff responsibilities and time allotted to this program to establish appropriate fees for the City’s level of oversight and enforcement of the regulatory process.

### **Objective 2: Draft Community Benefit Agreements**

HdL shall develop a draft standard community benefit agreement as a means for requiring cannabis businesses to provide agreed-upon community benefits, including revenues for the City. The cost for this service includes providing both the draft community benefit agreement and the operating conditions for each cannabis business type, plus up to 5 hours of consultation or direct negotiation regarding specific community benefits to be provided. Additional hours of negotiation (if requested) would be billed at HdL’s hourly rate. Our community benefit agreement services do not include recording the agreement or legal review, which would both be the responsibility of the City.

### **Objective 3: Pre-License Site Visits**

HdL shall review the premises diagram and conduct a site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall complement the final building inspection by verifying all interior and exterior physical site security requirements have been

addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector may be accompanied on the site inspection by the City's building inspector or representatives from the Police Department and Fire Department, if desired by the City.

The cost for this service includes an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report, all travel costs and any follow up. This cost assumes 10-days advance notice for scheduling and travel arrangements. A shorter lead time may incur additional travel charges.

#### **Objective 4: Annual Revenue Audits**

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by HdL to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business.

The full annual audit shall include:

- Review Point-of-Sale (POS) system structure
- Review inventory system (subject to METRC data)
- Analyze and compare POS data with other available data sources, including:
  - City cannabis tax returns
  - State tax returns
  - Federal tax returns
  - METRC sales and inventory data
  - CDTFA data
  - Bank statements
  - ATM or other merchant statements
  - Sales receipts

- Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square footage audits may also consider documented findings from inspections by the City, CDFA or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

The cost for this service assumes a standard 12-month review period. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any costs associated with such additional services would be billed at HdL's hourly rate.

### **Objective 5: Compliance Inspections**

HdL will conduct one or more on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
  - Inventory management
  - Cash handling procedures
  - Access control

- Video surveillance
  - Product safety
  - Alarm system maintenance and safety
  - Lock standards
  - Packaging and labeling
  - Waste management
  - Transportation documentation
  - Surveillance equipment maintenance
  - Occupational badges
  - Business records
  - Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
  - All travel costs associated with the inspection.
  - All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

#### **Objective 6: Technical Assistance and Subject Matter Expertise**

HdL will provide up to 40 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

**III. COST**

The costs shown below do not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor do they include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost <sup>1</sup>
<b>Objective 1: Cost Recovery Fee Analysis</b> Includes post-application fees, including community benefit agreement development, pre-license site visits, annual revenue audit, and compliance inspection services	\$10,000
<b>Objective 2: Draft Community Benefit Agreements</b>	\$6,000
<b>Objective 3: Pre-License Site Visits</b>	\$1,600
<b>Objective 4: Annual Revenue Audits<sup>2</sup></b>	\$10,000 per audit
<b>Objective 5: Compliance Inspections</b> One or more inspections per year, as requested by the City	\$1,500 per inspection
<b>Objective 6: Technical Assistance and Subject Matter Expertise</b> Up to 40 hours at \$250/hr	\$10,000 <sup>3</sup>
<b>Travel</b> (if and as needed for meeting attendance)	Hourly Rate <sup>4</sup>
<b>TOTAL NOT TO EXCEED</b>	<b>\$65,300<sup>3</sup></b>
<sup>1</sup> All City costs may be fully recoverable from applicants or permittees <sup>2</sup> Assumes standard 12-month audit review period <sup>3</sup> Objective billed at hourly rate <sup>4</sup> Or at a flat rate to be negotiated <sup>3</sup> Assumes 3 businesses subject to Objectives 3, 4 and 5	

**Conflicts of Interest and Non-Disclosure**

HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for

purposes of conducting the work contemplated herein, or for administrative purposes as necessary.

#### IV. OPTIONAL SERVICES

##### Hourly Rates for HdL Staff

The prices in this proposal are based on the hourly rates for HdL staff as shown in the chart below. Any additional services requested by the client that are not specifically described in this proposal would be billed at the standard rate for the assigned staff person.

HdL Staff Person	Title	Hourly Rate
David McPherson	Compliance Director	\$250
Matt Eaton	Deputy Compliance Director	\$250
Ajay Kolluri	Deputy Audit Director	\$250
Mark Lovelace	Senior Policy Advisor	\$250
Elizabeth Eumurian	Audit Supervisor	\$250
Odette Mikhail	Auditor	\$195
Tao Lu	Auditor	\$195
Valerie Carter	Auditor	\$195
Pamela Davis	Auditor	\$195
Eric Magana	Auditor	\$195
Tonson Chieng	Auditor	\$195
David Ross	Senior Compliance Inspector	\$195
Michelle Shaw	Compliance Inspector	\$195
Jeff Burris	Compliance Inspector	\$195
Kristi Lervold	Administrative Assistant	\$120
<b>All rates current as of the date of this proposal</b>		



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## **V. EXPERIENCE AND RESOURCES**

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### **Company Profile**

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 65 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 18,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

### **Key Personnel**

#### **David McPherson, Compliance Director**

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 10 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the California Department of Tax and Fee Administration on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

### **Matt Eaton, Deputy Compliance Director**

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

**Ajay Kolluri, Deputy Director of Policy and Audits**

Ajay Kolluri is the Deputy Director of Audits and Operations for HdL's Cannabis Division. Ajay is responsible for overseeing the cannabis audit team and the daily operations of the division, which includes special projects such as community outreach, surveys, grant solicitation, revenue analysis, cost recovery fee studies, contracts, budgeting, and marketing. Ajay previously served as Program Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, with one of the largest legal cannabis markets in the state. During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over \$10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, social equity, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

**Mark Lovelace, Senior Policy Advisor**

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first regional summit on cannabis issues in 2015 which helped guide the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, State legislators, and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and industry groups.

Mark received his Bachelor of Science degree in Industrial Design from San Jose State University. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

**David Ross, Senior Compliance Inspector**

David Ross is a Certified Fraud Examiner with 7 years of experience conducting gaming and non-gaming audits and investigations of tribal gaming facilities. David's experience includes conducting forensic accounting investigations into cash larceny, expense reimbursement fraud, check fraud, credit card fraud, payroll fraud, wire fraud, insider trading, construction fraud in addition to litigation support.

David previously worked as Surveillance Officer and Internal Auditor for the Shingle Springs Tribal Gaming Commission, where he was responsible for analyzing financial statements for a facility with revenues exceeding \$20 million per month. David also analyzed internal controls and established policies and procedures to ensure compliance with federal, state and local regulations. In addition, David conducted surveillance reviews and investigations into criminal activity including check and credit card fraud, skimming, money laundering, drug activity and other violations.

David holds a Bachelor's Degree in Business Administration from Vanguard University in Costa Mesa and a Master's Degree in Finance from California State University San Bernardino. He is a member of the Association of Certified Fraud Examiners.

**Michelle Shaw, Compliance Inspector**

Michelle conducts onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

**Jeff Burris, Background Investigator / Compliance Inspector**

Jeff Burris has over 28 years' experience as a Law Enforcement Professional. Jeff began his career with the Orange County Sheriff's Office before moving to the Ontario Police Department, where he advanced to Corporal, Police Detective and Sergeant before retiring as a Lieutenant.

Jeff worked various investigative assignments during his career, including both criminal and non-criminal investigations. While working as a Police Detective Jeff conducted personnel background investigations for sworn, non-sworn, administrative, and confidential employees. These investigations included criminal checks, credit checks, prior employment verification, personal reference verification, driving records, pre-polygraph questioning, neighborhood canvassing, and oral interviews. His assignments also included annual State audits for regulatory compliance.

Jeff received his Bachelor of Science degree in Occupational Management from the California State University in Long Beach. Jeff has completed numerous specialized training courses in investigative techniques, including a course in background investigations by the California Commission on Peace Officer Standards and Training (CA POST), and is a former member of the California Background Investigators Association (CBIA).

### **Teresa Schneider, Compliance Inspector**

Teresa Schneider conducts regulatory compliance inspections for HdL. Teresa served for 28 years with the Montclair Police Department, including 12 years in the Background Investigations Unit. In this capacity, Teresa was responsible for conducting background investigations of all City business license applicants, as well as all sworn and non-sworn positions within the police and fire departments and of civilians requesting access to police department records.

Theresa previously served 4 years in the U.S. Army's nursing program at Fort Campbell, Kentucky. During this time she attended college at the University of Kentucky and Austin Peay State University. After receiving an Honorable Discharge in 1990, Teresa was hired by the Montclair Police Department. During her 28-year career, she worked numerous assignments, including patrol, K9, detective bureau, court liaison, volunteer coordinator, and red-light automated enforcement. Teresa received many awards throughout her career, including Officer of the Year.

### **Elizabeth Eumurian, Audit Supervisor**

Elizabeth Eumurian is the Audit Supervisor for HdL. Her primary role is to oversee and review the audits conducted by team members to assure accuracy and consistency. She also conducts financial audits, evaluates cannabis applications and conducts background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

**Pam Davis, Auditor**

Pam Davis conducts revenue audits of licensed cannabis businesses as a member of HdL's Cannabis Management Team. Prior to joining HdL, Pam served as the Director for the Richland County (South Carolina) Business Service Center for over 15 years, where she was responsible for auditing businesses to ensure accurate reporting and remittance of a variety of local taxes. Pam also conducted research and rate impact analyses and developed policies, procedures and user manuals to ensure business and governmental compliance.

Pam received a Master's of Public Administration degree from the University of Georgia and a Bachelor's Degree in Political Science from Clemson University. She also holds a certificate in CannaBusiness from Oaksterdam University as well as numerous other certifications,

**Odette Mikhail, Auditor**

Odette Mikhail conducts cannabis revenue audits at HdL. Odette previously worked as a senior auditor at public accounting firms. In this role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements. Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt.

**Tao Lu, Auditor**

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China. Tao was born and raised in China. He earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

**Valerie Carter, Auditor**

Valerie Carter works as an Auditor for HdL's Cannabis Management Team. Valerie has over 5 years of public sector work experience focusing on public policy, auditing and revenue tax implementation. She was a Tax Auditor II for the City of Oakland's Revenue Management Bureau and an Assistant Management Analyst for the City of Berkeley's Transportation division. Valerie earned a Bachelor's Degree in Business Administration from Cal Poly Pomona, with an emphasis on Finance, Real Estate, and Law.

**Eric Magana, Auditor**

Eric Magana works as an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Prior to joining HdL, Eric worked as a Loan Specialist for the U.S. Small Business Administration, where he processed over 5,000 business loans and grant applications. Eric holds a Bachelor's Degree in Economics and Administrative Studies from University of California at Riverside.



**Tonson Chieng, Auditor**

Tonson Chieng is an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Tonson previously worked as an accountant for Release Point, a business services company in Claremont, California, where he was responsible for generating and reviewing financial reports for in depth analysis along with other accounting and bookkeeping functions. Tonson also brings experience as a staff accountant for the CPA firm of MMB & Co.

Tonson received a Bachelor of Science degree in Accounting from California Polytechnic State University at Pomona in 2020.

**Kristi Lervold, Administrative Assistant**

Kristi is the Administrative Assistant for cannabis team. In this role she supports individual team members, coordinates internal processes, and assists with client requests, contracts, billing reconciliation and invoicing. Kristi's 18-year career includes ten years as the administrative assistant to HdL's CFO, handling various operational responsibilities and supporting financial functions, as well as experience in the occupational health industry, facilitating services for federal, state, and local government clients. Kristi holds a Bachelor's of Science degree in Business Management with a minor in Business Administration.

## **VI. REFERENCES**

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### **County of Santa Barbara**

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### **City of Goleta**

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### **City of Port Hueneme**

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### **County of Ventura**

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### **City of San Luis Obispo**

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**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Todd Bodem*

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

**SUBJECT:** Consider entering into an agreement with De Lapide & Associates, Inc (AKA Dr. Cornelius Nuworsoo), for the preparation of the City of Guadalupe, 6<sup>th</sup> Cycle Housing Element to Remain Compliant with the State of California Housing and Community Development (HCD) requirements

**EXECUTIVE SUMMARY:**

In 2019, the City Council adopted the 2019-2027 Guadalupe Housing Element. This effort was directed by a former city administrator and prepared by Cal Poly students with no assistance from the Planning Director. The document was adopted a day prior to the deadline for submittal of a major grant for LeRoy Park. Had the document not been adopted, the grant application would have been rejected. The Planning Director learned about five months ago that his document was actually a required 5<sup>th</sup> Cycle Housing Element document, and that a 6<sup>th</sup> Cycle Housing Element must now be prepared. A Request for Proposals was issued for a consultant to prepare this update to which there was only one response with an estimated cost of approximately \$248,000. Funds were not available in the City's budget for this great an expense, but with the consequences of noncompliance, the Planning Director recently presented several options concerning this situation and requested direction from the Council, including requesting a quote from Dr. Cornelius Nuworsoo of Cal Poly, who oversaw the Cal Poly students who assisted the City in 2019. Staff contacted Dr. Nuworsoo who advised that Cal Poly students were not available to assist with this project but that he was willing to do it as an independent contractor. He provided an estimate of the total cost in the amount of \$66,200. Staff confirmed that there was \$70,000 unspent in Regional Early Action Planning (REAP) 1 funds the City was previously awarded and the City's REAP administrator with California Housing and Community Development (HCD) was supportive of the scope change. Since the City has sufficient funds to cover Dr. Nuworsoo's services to prepare the 6<sup>th</sup> Cycle Housing Element Update document, staff is recommending that the Council approve a consultant agreement with Dr. Nuworsoo.

**RECOMMENDATION:**

It is recommended the City Council adopt Resolution No. 2022-96 authorizing the City to enter into an Agreement with De Lapide & Associates, Inc. (Dr. Cornelius Nuworsoo/Cal Poly), for the completion of the City of Guadalupe 6<sup>th</sup> Cycle Housing Element.

## **BACKGROUND:**

In 2019, the City Council adopted the 2019-2027 Guadalupe Housing Element. This effort was directed by a former city administrator and prepared by Cal Poly students with no assistance from the Planning Director. The document was adopted a day prior to the deadline for submittal of a major grant for LeRoy Park. Had the document not been adopted, the grant application would have been rejected. The Planning Director learned about five months ago that his document was actually a required 5<sup>th</sup> Cycle Housing Element document which should have been adopted in 2015, and that a 6<sup>th</sup> Cycle Housing Element must now be prepared. The 6<sup>th</sup> Cycle deadline for all agencies within Santa Barbara County is February 2023, with a four-month grace period to June 2023.

City staff issued a Request for Proposals for a consultant to prepare this update. At the conclusion of the RFP process, the City received only one proposal from EMC Planning Group, the same firm that is preparing the City's General Plan Update and CEQA document. The total cost for the planning effort was approximately \$248,000. Funds were not available in the City's budget for this cost.

The Planning Director communicated with HCD staff about the consequences of noncompliance or filing the document beyond the due date. According to HCD staff, ***"There are numerous compliance incentives and noncompliant consequences to not adopting a housing element..."*** They go on to say, ***"For incentives, various state grant and loan programs require a HCD certified housing element including:***

- ***Permanent Local Housing Allocation (PLHA)***
- ***Affordable Housing and Sustainable Communities (AHSC)***
- ***SB 1 Planning Grants***
- ***CDBG***
- ***Infill Infrastructure Grants (IIG)***
- ***Pro-housing Designation Program***
- ***Local Housing Trust Fund Program (LHTF)"***

HCD staff also had the following to say about penalties and consequences of housing element noncompliance:

- ***General plan inadequacy: When a jurisdiction's housing element is found to be out of compliance, its General Plan could be found inadequate, and therefore invalid.***
- ***Legal suits and attorney fees: Local governments with noncompliant housing elements are vulnerable to litigation from housing rights' organizations, developers, and HCD.***
- ***Loss of permitting authority***
- ***Financial penalties***
- ***Court receivership***

In light of the serious consequences of noncompliance, the Planning Director presented several options concerning this situation to the City Council recently and requested direction on how to proceed. In addition to not filing the update when it was due, one of these options included requesting a quote from

Dr. Cornelius Nuworsoo of Cal Poly, who oversaw the Cal Poly students who assisted the City in 2019. The Council approved of this option, and thereafter, staff contacted Dr. Nuworsoo. He advised that Cal Poly students were not available to assist with this project but that he was willing to do it as an independent contractor. He provided a preliminary bid of \$50,000 plus expenses totaling \$66,200. City staff was pleased that Dr. Nuworsoo had accepted the scope of work, including the CEQA document, which it believes is necessary to achieve approval from HCD. Dr. Nuworsoo believes he can meet the deadline for certification.

Previously, the City had received funding through the Regional Early Action Planning (REAP) grant program from HCD to assist the City with the cost of meeting compliance requirements imposed by state law. The City has approximately \$70,000 remaining from the REAP 1 funds. Soon after receiving Dr. Nuworsoo's cost estimate, the City contact its REAP grant administrators to see if they would allow us to use these funds for preparation of the Housing Element update, and they were supportive of the scope change.

### **DISCUSSION**

In light of the dire consequences of noncompliance, and the available of grant funding that is in a sufficient amount to cover the costs of preparing the required Housing Element update document (including CEQA review) as provided by Dr. Nuworsoo, City staff recommends hiring De Lapide & Associates (AKA, Dr. Cornelius Nuworsoo) for this purpose.

Attached (No. 2) for Council's consideration is the proposed agreement with De Lapide & Associates, Inc. The proposed agreement provides for the following scoop of work assignments (see more detail within attachment) that fit into the General Plan Update format:

- Task 1. Communication and Administration
- Task 2. Public Outreach and Input
- Task 3. Community Profile Updates
- Task 4. Policy and Program Updates
- Task 5. HCD Draft Housing Element
- Task 6. Public Draft Housing Element
- Task 7. CEQA Documentation
- Task 8. Housing Element Certification

The following is the fixed-price component on the primary scope of work, the City will pay for the services based on the following schedule:

#### Fixed Prices

1. A payment of \$10,000 payable upon execution of this Agreement.
2. Payment of \$30,000 at submittal of draft Housing Element document prior to submission to HCD for certification.
3. Payment of \$10,000 at submittal of final Housing Element document after certification by HCD.

**Fixed Price Total** **\$50,000**

Environmental Accompaniment Price: \$10,000

Document Translation Price:	\$ 5,000
Printing Price:	\$ 1,050
CD or Flash Drives	<u>\$ 150</u>
<b>Total</b>	<b>\$66,200</b>

The proposed agreement provides a term of one (1) year from the date of execution of the attached agreement.

**FISCAL IMPACT:**

The preparation of the 6<sup>th</sup> Cycle Housing Element will cost the city \$66,200. If Council approves this agreement, the project will be funded by the REAP 1 grant which will have not have a negative impact on the City's general fund. If HCD certifies the housing element, then the City will have access to millions of dollars in grants and loans that will be jeopardized without it.

**ATTACHMENTS:**

1. Resolution No. 2022-96
2. Proposed Consultants Agreement between the City and De Lapide & Associates, Inc.

**RESOLUTION NO. 2022-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
AUTHORIZATION FOR THE EXECUTION OF THE AGREEMENT WITH DE LAPIDE & ASSOCIATES, INC.  
FOR THE PREPARATION OF THE CITY OF GUADALUPE, 6<sup>TH</sup> HOUSING ELEMENT TO REMAIN  
COMPLIANT WITH THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (HCD)  
REQUIREMENTS**

**WHEREAS**, in 2019, the Guadalupe City Council adopted the 2019-2027 Guadalupe Housing Element; and

**WHEREAS**, in early 2022, it was learned from the State Housing and Community Development Department (HCD) that the City's Housing Element was a 5<sup>th</sup> Cycle document which should have been adopted back in 2015 and a 6<sup>th</sup> Cycle Housing Element must now be prepared; and

**WHEREAS**, the 6<sup>th</sup> Cycle deadline for all agencies within Santa Barbara County is February 2023, with a four month grace period to June 2023; and

**WHEREAS**, HCD informed City staff there are numerous compliance incentives and noncompliant consequences to not adopting a housing element including loss of various state grant and loan programs that require a HCD certified Housing Element; and

**WHEREAS**, HCD stated there would be penalties for noncompliance of the Housing Element noncompliance including a General Plan inadequacy, legal suits and attorney fees, financial penalties, etc.; and

**WHEREAS**, City staff decided to send out a Request for Proposal (RFP) to several planning firms; whereby only received one bid in the amount of \$248,000 from EMC Planning Group; and

**WHEREAS**, there was no monies budgeted (as it was not anticipated) for the preparation of the Cycle 6<sup>th</sup> Housing Element for fiscal year 2022-2023; and

**WHEREAS**, the City looked for available grant opportunities (including CDBG planning funds) but the timing to receive funds would put the City past its deadline for submitting the Cycle 6 Housing Element for HCD approval; and

**WHEREAS**, based on this new information, the City Administrator and Contract Planning Director discussed a few different scenarios on what do to get the Housing Element updated quickly; and

**WHEREAS**, finally, the City Administrator reached out the Cal Poly Professor Dr. Cornelius Nuworsoo (De La Papide & Associates) as an option in seeking a lower bid for which he gave the City a bid of \$66,200; and

**WHEREAS**, the City was in contact with its REAP grant administrators and discovered that the City could amend its contract and shift funds over to the Housing Element contract to cover the cost of the Cycle 6 Housing Element; and

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

**SECTION 1.** Authorizes the execution of the agreement with De Lapide & Associates, Inc. for the preparation of the City of Guadalupe, 6<sup>th</sup> Cycle Housing Element to remain compliant with the State of California Housing and Community Development (HCD) requirements.

**SECTION 2.** 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.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of November 2022 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-96** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
DE LAPIDE & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 1<sup>st</sup> day of November 2022, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and De Lapid e & Associates, Inc. ("Consultant") a Maryland corporation having its principal place of business in California at 927 Sleepy Hollow Road, Paso Robles, CA 93446.

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

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

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Attachment A (*Scope of Work*) 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 Attachment 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 Attachment B (*Cost Estimate*) and made a part of this Agreement. Attachment B shows potential additional items of cost. For the fixed-price component on the primary scope of work, the City will pay for the services based on the following schedule:

- i. A payment of **\$10,000** payable upon execution of this Agreement.
- ii. Payment of **\$30,000** at submittal of draft Housing Element document prior to submission to California Housing and Community Development ("HCD") for certification.
- iii. Payment of **\$10,000** at submittal of final Housing Element document after certification by HCD..

(b) 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 Work. 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 Work.

(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 thirty (30) 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 Work. 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 Intellectual Property. *"Intellectual Property" refers to intangible creations of the human intellect, which include, a work or invention that is the result of creativity, such as a technical procedure or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.*

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will belong to respective parties.

(a) All rights and title to Intellectual Property whether patentable or copyrightable or not, relating to the Project made solely by employees of De Lapide & Associates shall belong to the Consultant and shall not be subject to the terms and conditions of this Agreement.

(b) All rights and title to Intellectual Property, whether patentable or copyrightable or not, relating to the Project made and/or owned solely by employees of City shall belong to City. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.



(c) All rights and title to Intellectual Property, whether or not patentable or copyrightable, relating to the Project made jointly by the parties shall belong jointly to the parties.

(d) The Consultant may use the Intellectual Property for any purpose other than that contracted for in this Agreement. The Consultant will not be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

(e) While completion of the work under this Agreement might include application of creations that qualify as Intellectual Property, the City shall retain ownership of the final document (with associated maps, diagrams, charts, etc.) submitted to the City or filed with other appropriate authorities on behalf of the City.

(f) The City may use, reuse or otherwise dispose of documents received 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 will comply with all conflict-of-interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest with the Fair Political Practices Commission. Therefore, it is incumbent upon Consultant to notify that City of any staff changes relating to this Agreement.

A. In accomplishing the Scope of Work of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B, will be performing a limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

\_\_\_\_\_  
Initials

B. In accomplishing the Scope of Work of this Agreement, Consultant will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, Consultant shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

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. Prior to the beginning of and throughout the duration of the Work, Consultant and its subconsultants shall maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant or its subconsultants in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

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

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

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

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

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

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

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

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

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

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

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

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

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

(4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or

appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers.

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

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

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

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

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

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



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

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

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

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

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

Section 19. Termination of Agreement.

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

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

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

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

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

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

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Attachment 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: Cornelius Nuworsoo  
De Lapidé & Associates, Inc.  
927 Sleepy Hollow Rd  
Paso Robles, CA 93446

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 Attachments, 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.

<b>CITY: CITY OF GUADALUPE</b>  By: _____ Ariston Julian, Mayor  <b>APPROVED AS TO FORM:</b>  _____ Phillip Sinco, City Attorney	<b>CONSULTANT: De Lapidé &amp; Associates, Inc.</b> By: <u>Cornelius Nuworsoo</u> Cornelius Nuworsoo, Principal      10/15/2022 De Lapidé & Associates, Inc.
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# **ATTACHMENT A: SCOPE OF WORK**

## **City of Guadalupe, 6th Cycle Housing Element**

(Refer to following pages)

**Attachment A: Scope of Work**  
City of Guadalupe, 6th Cycle Housing Element

The Scope of Work for the 6<sup>th</sup> Cycle Housing Element is presented on the following pages. It is to be followed in preparing the 6<sup>th</sup> Cycle Housing Element by Dr. Cornelius Nuworsoo, Ph.D. AICP, hereafter referred to as **the Consultant**. It is the responsibility of the City's Planning Director to manage this contract including the Scope of Work presented herein.

**Task 1 – Communication and Administration**

This task will consist of a project kick-off meeting to discuss overall project goals, issues, availability of pertinent reference materials, work product expectations, protocols for communication, public outreach program, and sites inventory. This task will also include progress teleconferences where city staff can participate in a check-in call (via phone or Zoom) to discuss the current state of the project and any possible issues being experienced. Each check-in call is estimated to have a one-hour duration, with an additional hour of preparation and summary time. The budget assumes four calls during the preparation of the housing element update. The Consultant will also act as the liaison by consulting with State Housing and Community Development (HCD) to ensure requirements are met and to confirm Housing Element analysis, approach, timeliness and to address any comments made by HCD on drafts. This task also includes overall General Administration which will consist of opening project files, background research, invoicing and similar tasks.

**Task 2 – Public Outreach and Input**

This task will consist of public outreach where the Consultant will first review the public outreach efforts by Cal Poly students over the past several years focused on updating the City's General Plan. Further the Consultant will work with the City to develop a list of organizations to invite to the workshop, and the Consultant will prepare a flyer advertising the workshop. It is assumed the City will advertise the workshop and handle logistics for the venue. The Consultant will attend the workshop to present the purpose of the housing element update and to solicit public input and direction for the Housing Element update. The workshop may be held as an independent stand-alone meeting or City Council meeting. This workshop would be scheduled as early as possible in the update process.

## **Task 3 – Community Profile Updates**

Data from the pre-approved housing element data set for Santa Barbara County and/or the City of Guadalupe will be used to the extent available. Additional updates to the background data included in the Housing Element will be made to match the timeframe in the pre-approved data set. Data to be included in the current Housing Element, but that is not included in the pre-approved data set or readily available will be requested from the City and may be eliminated from the update if it is deemed non-essential to obtaining certification from HCD. The update will incorporate Santa Barbara County RHNA numbers from the counties RHNA 2022-2031 final plan.

The Consultant will also review existing Housing Element sites inventory and preliminarily confirm the status via online aerial mapping and site reconnaissance to determine development status of potential housing sites. A summary of land determined to be suitable for residential development would be compiled, which would include sites that are currently vacant or have potential for redevelopment. This determination would be made based on the inventory data to be provided by the City, the General Plan Land Use Map, and field reconnaissance information.

Housing needs will be assessed based on the City's RHNA, and existing and projected housing needs for all income levels. In accordance with Government Code Section 65584, the Consultant will analyze special housing needs for the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons. To preserve existing affordable housing, an update analysis of the potential loss of existing assisted housing developments during the next 10-year period (due to the expiration of subsidy contracts or use restrictions; or mortgage pre-payments) will be conducted. Each development will be listed by project name and address, the type of government assistance received, the earliest possible change from low-income use, the total number of elderly and non-elderly units that could be lost from the City's low-income housing stock in each year during the 10- year period.

Included in this task will be the identification of current and past housing programs in the city based on data from the current Housing Element, the County, the City, and non-profit organizations; develop information on County housing programs; and to analyze programs and implementation record of the previous Housing Element. This task will also include an update to potential residential energy conservation opportunities; summarize types and proportions of

fuels used for residential heating and a general characterization of neighborhood design, use of street trees, and other livable community design elements, and analysis of local policies affecting the use of alternative energy sources.

The Consultant will also work to obtain permitting data from the City, including the date of permit issuance and sign-off, parcel number, associated demolition information, if applicable, and affordable housing restrictions, if applicable. Permit data will be requested from 2012 through 2021.

## **Task 4 – Policy and Program Updates**

This task will include the assessment of the fifth cycle Housing Element. Review that Housing Element and progress toward implementation of programs. Assess effectiveness of programs with a focus on identifying beneficial modifications, including the preparation of a table to summarize the findings. The Consultant will review housing goals and policies to prepare new and/or revised goals and policies for housing based on consultation with HCD staff, policy makers, and community members workshop input. This information will be used to develop goals and policies to address adequate sites for new construction, affordable housing development incentives or programs, conservation of existing affordable housing, regulatory relief, rental and homeowner assistance, equal access, utility prioritization, shelters, energy conservation and sustainable community strategy. To the extent feasible, the existing policies and programs will be carried over from the current Housing Element.

During this task, The Consultant will develop a consolidated set of quantified objectives based on the City's RHNA and consultation with City staff, policy makers and community members; and develop objectives that account for units produced since adoption of the RHNA, future housing units through housing programs and future private market housing units. The Consultant will also coordinate with the City's Planning Director in his efforts to prepare ordinances to re-zone land, if necessary, to High Density Residential, to accommodate the city's RHNA requirements for low and very low-income housing; as well as the preparation of an ordinance to allow emergency housing in at least one of the City's existing zones.

## **Task 5 – HCD Draft Housing Element**

This task will include the consolidation of Task 3 and Task 4 into an administrative draft (Housing Element of the Sixth Cycle). Prepare covers, inside title, and table of contents for a



stand-alone version of the City's updated Housing Element. There will also be preparation of two (2) printed copies and an electronic copy to the city for review and comment. Based on comments from either the electronic or written copies made by the City, the Consultant will revise the draft and subsequently provide an electronic copy to the City for review and approval. Upon approval from the City, The Consultant will submit an electronic copy of the HCD Draft Housing Element, along with a Housing Element Review Worksheet to HCD for review. HCD requests a 60-day period for this review. The Contactor will also provide an electronic copy and one (1) printed copy to the City.

## **Task 6 – Public Draft Housing Element**

Once HCD provides written or verbal comments, The Consultant will work with HCD and the City to resolve any issues. This dialogue will be carried out via telephone, email or written correspondence. The Consultant will resolve HCD concerns to the extent feasible. For more complicated or controversial items, The Consultant will consult with City staff prior to completing any changes to the Housing Element. The Consultant will complete revisions of the Housing Element, as appropriate, based on HCD review and discussions with the City, and provide two (2) electronic copies to the City for review and comment. This draft will be provided in tracked changes and clean versions. Upon City approval The Consultant will make final revisions and provide twenty (20) printed copies and twenty (20) CDs of the Public Draft Housing Element (Housing Element of the Sixth Cycle), as well as ten (10) printed copies and ten (10) CDs of the Public Draft Housing Element (Housing Element of the Sixth Cycle) in Spanish. Submit printed copies and CDs to the City for public availability and use by City Staff and the City Council.

## **Task 7 – CEQA Documentation**

This task will include a draft California Environmental Quality Act (CEQA) checklist initial study assessing any new or substantially revised policies or programs in the Housing Element update. The Consultant will revise the initial study per City comments. Once City comments are addressed an addendum to the adopted General Plan MND, using the initial study as an attachment, will be written.

## **Task 8 – Housing Element Certification**

In this task, The Consultant will prepare a draft staff report for one (1) City Council hearing, including materials to help the City Attorney prepare a resolution for approving the CEQA document and adoption of the Housing Element. The resolution will include the CEQA and project findings to support the approval. The Consultant recommends the City's Planning Director prepares zoning amendments, as necessary, for consideration at the same to aid compliance with site needs for low-income housing and emergency shelters. The Consultant can incorporate these in the staff report prepared for the City Council hearing, however, the Scope of Work assumes the City Planning Director will finalize zoning ordinances that were prepared in Task 4 by the Planning Director for presentation to the City Council. The Consultant will attend one (1) additional City Council hearing. Present the Housing Element, highlighting the modifications from the prior Housing Element and answer questions regarding the 6<sup>th</sup> Cycle Housing Element Update. The City Council must approve the Housing Element as early as possible, given HCD review timelines. The Consultant will then prepare the Final Draft Housing Element per directions for revisions, if any, from the City Council. One (1) electronic copy of the Final Draft Housing Element will be submitted with the City's signed adoption resolution to HCD for certification. Also, to be provided to HCD at this time are the zoning ordinances for low-income housing sites and emergency shelter sites, along with a cover letter to be provided to the City for printing on City letterhead. HCD advises that the City should anticipate 90 days for completion of this review and certification of the Housing Element. The cover letter will request expedited review. If further changes are requested, the Consultant will revise the Final Draft Housing Element (Housing Element of the Sixth Cycle) and re-submit to HCD. The scope of work does not include other than very minor adjustments to the Housing Element for this task. Following certification by the HCD, prepare Certified Housing Element that includes a copy of the City adoption and evidence of HCD certification. Print three (3) copies and create three (3) CDs of the Certified Housing Element in both English and Spanish and provide to the City.

# ATTACHMENT B: COST ESTIMATE

## City of Guadalupe, 6th Cycle Housing Element

Cost Item	Cost	Type
Traditional Housing Element Preparation Tasks	\$50,000	Fixed Price
Environmental Accompaniment	\$10,000	Fixed Price
Document Translation	\$5,000	Variable
Printing (35 docs 150 pages at \$0.20 per page)	\$1,050	Variable
CDs or Flash Drives (30 at \$5 each)	\$150	Variable
<b>Total Estimate</b>	<b>\$66,200</b>	

# **ATTACHMENT C: TIMELINE FOR WORK**

## **City of Guadalupe, 6th Cycle Housing Element**

(Refer to following pages)

**Attachment C: Timeline**  
City of Guadalupe, 6th Cycle Housing Element

<b>Housing Element Content/Tasks with Timeline</b>		
<b>Task</b>	<b>Description</b>	<b>Period</b>
1	Public Engagement: Describe public participation	Week 1: [Nov 1]
2	Review and Revise: Progress in implementation; Effectiveness of the element; Appropriateness of goals, objectives, policies and programs	Week 2-3
3	General Plan Consistency	Week 4
4	Other Requirements	Week 5-8
5	Internal Consistency in Updates with Land Use Element and Inventory of Land	Week 9
6	Analysis of Existing Housing Needs	Week 10
7	Analysis of Projected Housing Needs	Week 11
8	Analysis of Special Housing Needs	Week 12
9	Sites Inventory and Analysis	Week 13-14
10	Identification of Zoning for Emergency Shelters	Week 15
11	Analysis of Governmental and Non-governmental Constraints	Week 16
12	Analysis of Energy Conservation Opportunities	Week 17
13	Analysis of Assisted Housing At-risk of Converting to Market Rate Uses	Week 18
14	Quantified Objectives	Week 19
15	Housing Programs	Week 20
16	Compilation of Draft Document	Week 1-22
17	Draft Submission for City Review	Week 23:
18	Meeting with City staff and community	Week 24
19	Feedback from City	Week 24
20	Update Document submit draft to HCD	Week 25-26: [April 30]
21	Receive and address feedback from HCD	Weeks 26-29
22	Prepare environmental accompaniment based on General Plan EIR	Weeks 26-32
23	Revise Document for certification	Weeks 30-32
24	Submit Final Document to HCD	Weeks 32: [May 31]
	Study Performance Task	
	Administrative Activity	



**PLANNING DEPARTMENT**

**City of Guadalupe  
918 Obispo Street  
P.O. Box 908  
Guadalupe, CA 93434  
Tel (805) 356-3903**

**To:** Mr. Mayor and City Councilmembers  
**From:** Larry Appel, Contract Planning Director  
**Date:** **November 1, 2022 Planning Report Covering October 2022**

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**MINISTERIAL PROJECTS**

Zoning Clearances Approved	0
Zoning Clearances Denied	0
Zoning Verification Letters	0
Business Licenses Approved	2
Business Licenses Denied	0
ADUs approved	0
AUP for short-term rental	1

**DISCRETIONARY PROJECTS**

The following projects are in for Planning Department review and have been worked on during July:

- General Plan Update – Draft Mitigated ND public review ended on 9-23-22 with only comment letter from Caltrans. Final approval hearing is set for November 22<sup>nd</sup>.
- 2022-016-GPZ Snowy Plover map and design review remain Incomplete
- 2022-027-CUP/2022-030-DR - Conditional Use Permit for Patrick Kimbell to allow 24 affordable apartments in a Street. Complete August 28, 2022.
- 2022-034-CUP - Conditional Use Permit for Central Coast Processing, LLC to allow processing, bulk packaging, and transportation of cannabis at 151 Obispo Street. Application under review. . Scheduled to Council for October 25<sup>th</sup>.
- 2022-037-CUP - Conditional Use Permit for Hwy - 1 General Auto Repair, to allow auto repair shop at 333 Guadalupe Street. Council hearing set for October 25<sup>th</sup>.
- 2022-056-DR/ -066-CUP– Eight unit apartment project. Submitted July 7, 2022 – INC letter 8-7-22.
- 2022-063-LM - Mahoney Lot Merger - Submitted August 11, 2022 –INC 9-11-22.
- 2022-065-LLA - La Guardia Townhomes lot line adjustment Submitted August 22, 2022 INC letter sent 9-1-22
- 2022-048-CUP - Conditional Use Permit for Element 7 Retail, a retail cannabis dispensary at 859 Guadalupe Street. Comment Letter sent of September 17, 2022.

## **Ministerial Permit Report– October 2022**

(Reported 11-1-2022)

### **Zoning Clearance Approvals**

### **AUP Approvals- Short-term Rentals (STR)**

2022-078-AUP	Plassmeyer STR	4369 Ladera Drive
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### **Business License Approvals**

El Payasito	Ice Cream Truck	309 N Russell, SM
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Best Design for Other Apparel	clothing	4491 10 <sup>th</sup> Street
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### **Business License Denials**

None

## Guadalupe City Planning Department Planning Processing Summary for October 2022 (10-1-22 update)

Case No.	Name	Submittal Date	Comp. Date	Status	OK for Bldg. Permit Issuance
2021-099-TTP \$\$	DJ Farms South Tract map	Sept 2021	Complete 7-27-2022	CC hearing, Approved September 13 <sup>th</sup> . Next step is map recordation.	NO
2022-078-AUP	Plassmeyer STR	October	10-17-22	Project set for approval on October 31 <sup>st</sup>	NO
N/A \$\$ thru SB2 grant	General Plan Update	2019 City Council authorization	N/A	Mitigated ND public comment closed September 23. Final public hearing set for November 22 <sup>nd</sup> .	N/A
2022-063-LM - - Submitted -	Mahoney Lot Merger	August 11, 2022	INC 9-11-22	Incomplete Application Letter sent on September 11, 2022.	NO
2022-065-LLA - La Guardia	La Guardia Townhomes lot line adjustment	August 22, 2022- under review.	INC 9-1-22	INC Letter sent on September 19, 2022.	NO
2022-016-GPZ 2022-017-DR 2022-018-VTTM	Snowy Plover	3-10-22	Incomplete 4-09-22	Letter sent to owner indicating that project could be closed out due to inactivity.	NO
2022-037-CUP	General Auto Repair	March 2022	Complete 7-6-22	Set for October 25 CC public hearing.	NO
2022-027-CUP 2022-030-DR	Kimbell Apartments		COMP 8-28-22	Deemed complete August 28, 2022. Set for CC hearing in November	NO
2022-034-CUP	Central Coast Processing		Complete	Scheduled to Council for October 25 <sup>th</sup>	NO
2022-056-DR 2022-066-CUP	Pioneer Street Apts. Design Review & CUP	July 7, 2022	COMP 8-28-22	Complete for processing. Working on staff report	NO
2022-048-CUP	Element 7 Retail cannabis dispensary		INC 9-17-22	INC Letter sent of September 17, 2022.	NO

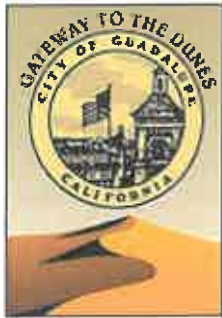
No\$ = unreimbursed planning work

\$ = projects where a fixed fee has been paid

\$\$ = projects where a variable fee / deposit is made and the applicant is billed for time beyond the initial deposit //

11-1-22





**CITY OF GUADALUPE  
BUILDING DEPARTMENT**

**STATUS REPORT**

**MONTH: October 2022**

	<b>This Month</b>	<b>Last Month</b>	<b>Year to Date</b>	<b>Last Year</b>
<b>Visitors</b>	<b>36</b>	<b>47</b>	<b>331</b>	<b>158</b>
<b>Inspections</b>	<b>302</b>	<b>127</b>	<b>3,568</b>	<b>2,367</b>
<b>Building Permits Issued</b>	<b>18</b>	<b>20</b>	<b>223</b>	<b>232</b>
<b>Certificate of Occupancy</b>	<b>9</b>	<b>0</b>	<b>94</b>	<b>35</b>

**VISITORS: Permits, Planning application submittals, submitted plan updates, general information**

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## Building Inspection Log - October 2022

10/3/2022	AD 9	Scheduling and records update.	x	David, 3.25 hrs
10/3/2022	SC 2	4484 Holly, Etag issued, email PG+E.	x	13 inspections,
10/3/2022	SC 7	5173 Surfbird, Shower pan.	x	clearand warm
10/3/2022	SC 6	4573 12th, Wall insulation complete, apt 1.	x	10/3/2022
10/3/2022	SC 6	4573 12th, Wall insulation complete, apt 2.	x	
10/3/2022	SC 6	4573 12th, Wall insulation complete, apt 3.	x	
10/3/2022	SC 6	4573 12th, Wall insulation complete, apt 4.	x	
10/3/2022	SC 6	4573 12th, Wall insulation complete, apt 5.	x	
10/3/2022	SC 6	4573 12th, Wall Insulation complete, apt 6.	x	
10/3/2022	FR 5	4461 10th, Rough framing.	x	
10/3/2022	FR 1	4461 10th, Rough electrical.	x	
10/3/2022	FR 3	4461 10th, Rough mechanical.	x	
10/3/2022	FR 4	4461 10th, Rough plumbing.	x	
10/3/2022	F 1	4461 10th, Final building by John M, previous date.	x	
10/3/2022	F 11	4695 5th, Asphalt shingle reroof is complete.	x	
10/4/2022	AD 9	Scheduling and records update.	x	David, 2.5 hrs
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 1.	x	16 inspections
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 2.	x	fog then warm
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 3.	x	
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 4.	x	
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 5.	x	
10/4/2022	FR 1	4573 12th, Rough electrical complete, apt 6.	x	
10/4/2022	FR 5	309 Las Flores, Roof framing pv mounting brackets.	x	
10/4/2022	SW 6	309 Las Flores, Conduit on roof, wall.	x	
10/4/2022	FN 2	309 Las Flores, Surfbird, Grounding electrode ok.	x	
10/4/2022	FR 1	309 Las Flores, Rough electrical.	x	
10/4/2022	F 2	309 Las Flores, Final electrical pv.	x	
10/4/2022	SC 1	1100 Olivera, Unit 1, Drywall nailing.	x	
10/4/2022	SC 5	1100 Olivera, Unit 1, Interior gas pressure test ok, email gas co.	x	
10/4/2022	SC 1	1100 Olivera, Unit 2, Drywall nailing.	x	
10/4/2022	SC 5	1100 Olivera, Unit 2, Interior gas pressure test ok, email gas co.	x	
10/4/2022	SC 3	4484 Holly, Lath nailing.	x	
10/5/2022	AD 9	Scheduling and records update.	x	David, 2.25 hrs
10/5/2022	FR 9	4573 12th, Interior double side shear complete, apt 2.	x	6 inspections
10/5/2022	FR 9	4573 12th, Interior double side shear complete, apt 3.	x	fog then warm
10/5/2022	FR 9	4573 12th, Interior double side shear complete, apt 5.	x	10/5/2022
10/5/2022	FR 9	4573 12th, Interior double side shear complete, apt 6.	x	
10/5/2022	FR 2	5011 Sandpiper, Roof nailing, partial east side, there may be	x	
10/5/2022	FR 2	further rot damage later in project.	x	
10/5/2022	SC 1	4484 Holly, Wall, ceiling insulation complete.	x	
10/6/2022	AD 9	Scheduling and records update.	x	David, 2.5 hrs
10/6/2022	FN 5	4418 4th, Setbacks.	x	9 inspections
10/6/2022	FN 2	4418 4th, Grounding electrode, #4 rebar.	x	fog then overcast
10/6/2022	FN 5	4418 4th, Footings.	x	10/6/2022
10/6/2022	FN 5	4418 4th, Capillary break.	x	
10/6/2022	FN 5	4418 4th, Holdowns.	x	
10/6/2022	FN 5	4418 4th, Concrete slab.	x	
10/6/2022	UN 1	151 Surfbird Ln, Underslab drain plumbing, jr. ADU in garage.	x	
10/6/2022	SW 4	151 Surfbird Ln, Sewer connection, jr. ADU.	x	
10/6/2022	AD 4	1100 Olivera, Site meeting with Todd Edwards.	x	
10/7/2022	AD 9	Scheduling and records update.	x	David, 4.0 hrs
10/7/2022	F 1	4490 Holly, Final building, jr. ADU.	x	22 inspections, 2 plan checks
10/7/2022	F 2	4490 Holly, Final electrical.	x	1 site visit,
10/7/2022	F 3	4490 Holly, Final mechanical.	x	fog then overcast
10/7/2022	F 4	4490 Holly, Final plumbing.	x	10/7/2022
10/7/2022	F 6	4490 Holly, Smokies and carbon monox alarms tested.	x	
10/7/2022	F 1	Lot 24, Final building, cert of occupancy issued.	x	
10/7/2022	F 2	Lot 24, Final electrical.	x	
10/7/2022	F 3	Lot 24, Final mechanical.	x	
10/7/2022	F 4	Lot 24, Final plumbing.	x	
10/7/2022	F 5	Lot 24, Title 24 papers ok.	x	
10/7/2022	F 6	Lot 24, Smokies and carbon monox alarms tested.	x	
10/7/2022	F 10	Lot 24, Fire sprinklers bell ok.	x	
10/7/2022	F 10	Lot 24, Automatic landscape computer installed.	x	
10/7/2022	F 1	Lot 25, Final building, cert of occupancy issued.	x	
10/7/2022	F 2	Lot 25, Final electrical.	x	
10/7/2022	F 3	Lot 25, Final mechanical.	x	
10/7/2022	F 4	Lot 25, Final plumbing.	x	
10/7/2022	F 5	Lot 25, Title 24 papers ok.	x	
10/7/2022	F 6	Lot 25, Smokies and carbon monox alarms tested.	x	
10/7/2022	F 10	Lot 25, Fire sprinklers bell ok.	x	
10/7/2022	F 10	Lot 25, Automatic landscape computer installed.	x	
10/7/2022	UN 1	935 Guadalupe St, Underfloor drain plumbing, partial.	x	
10/7/2022	AD 4	4573 12th, Site visit with Trevor Crandall.	x	
10/7/2022	AD 6	4481 Amber, Plan check 3.9 kw roof pv system.	x	
10/7/2022	AD 6	4490 Holly, Plan check 3.5 kw roof system.	x	
10/10/2022	AD 9	Scheduling and mostly old records today.	x	David, 6.25 hrs
10/10/2022	F 1	Lot 180, Final building, cert of occupancy issued.	x	11 inspections, 1 site visit
10/10/2022	F 2	Lot 180, Final electrical.	x	foggy then overcast
10/10/2022	F 3	Lot 180, Final mechanical.	x	10/10/2022
10/10/2022	F 4	Lot 180, Final plumbing.	x	
10/10/2022	F 5	Lot 180, Title 24 papers ok.	x	
10/10/2022	F 6	Lot 180, Smokies and carbon monox alarms tested.	x	

10/10/2022	F 10	Lot 180, Fire sprinklers bell ok.	x			
10/10/2022	F 10	Lot 180, Automatic landscape computer installed.	x			
10/10/2022	FR 2	5011 Sandpiper, Roof sheathing, balance of rot repairs is now complete for this job, tile roof should be replaced soon.	x			
10/10/2022	AD 4	4570 11th, Site visit with Mr Britton.	x			
10/10/2022	F 3	4827 Sanchez, Final mechanical, fau in garage.	x			
10/10/2022	SC 1	4484 Holly, Drywall nailing.	x			
10/11/2022	AD 9	Scheduling and records update.	x		David, 4.75 hrs	
10/11/2022	F 1	Lot 217, Final building, cert of occupancy issued.	x		18 inspections, 2 plan checks	
10/11/2022	F 2	Lot 217, Final electrical.	x		2 site visits	
10/11/2022	F 3	Lot 217, Final mechanical.	x		foggy all day	
10/11/2022	F 4	Lot 217, Final plumbing.	x		10/11/2022	
10/11/2022	F 5	Lot 217, Title 24 papers ok.	x			
10/11/2022	F 6	Lot 217, Smokies and carbon monox alarms tested.	x			
10/11/2022	F 10	Lot 217, Fire sprinklers bell ok.	x			
10/11/2022	F 10	Lot 217, Automatic landscape computer installed.	x			
10/11/2022	AD 4	1157 Gularte, Site visit foundation, setbacks questions with owner/builder Gilberto.	x			
10/11/2022	AD 4	4573 12th, Site visit for rough mechanical, door direction with owner/builder Trevor C.	x			
10/11/2022	AD 6	4361 Ladera, Plan check 4.8 kw roof pv system.	x			
10/11/2022	AD 6	351 Flower, Plan check 1.8 kw roof pv system.	x			
10/12/2022	AD 9	Scheduling and records update.	x		David, 4.0 hrs	
10/12/2022	F 1	Lot 227, Final building, cert of occupancy issued.	x		17 inspections	
10/12/2022	F 2	Lot 227, Final electrical.	x		fog then cool	
10/12/2022	F 3	Lot 227, Final mechanical.	x		10/12/2022	
10/12/2022	F 4	Lot 227, Final plumbing.	x			
10/12/2022	F 5	Lot 227, Title 24 papers ok.	x			
10/12/2022	F 6	Lot 227, Smokies and carbon monox alarms tested.	x			
10/12/2022	F 10	Lot 227, Fire sprinklers bell ok.	x			
10/12/2022	F 10	Lot 227, Automatic landscape computer installed.	x			
10/12/2022	MS 4	754 Olivera, Complaint from apartment manager, mold issues in upstairs bedroom, bathroom, laundry room, waiting from mold specialist to indicate location of mold.	x			
10/12/2022	AD 4	4393 Herado, Site visit with owner Jessie for backyard patio plans.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 1.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 2.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 3.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 4.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 5.	x			
10/12/2022	FR 3	4573 12th, Rough mechanical, apt 6.	x			
10/12/2022	FR 2	539 Campodonico, Roof nailing and framing.	x			
10/13/2022	AD 9	Scheduling and records update.	x		David, 5.5 hrs	
10/13/2022	SC 3	1100 Olivera, Lath nailing, unit 1.	x		15 inspections	
10/13/2022	SC 3	1100 Olivera, Lath nailing, unit 2.	x		foggy then clearing	
10/13/2022	FR 2	640 Guadalupe St, Roof vent installation, unable to view installation, called Javier, no answer.	x	x	10/13/2022	
10/13/2022	FR 1	539 Campodonico, Rough electric.	x			
10/13/2022	FR 3	539 Campodonico, Rough mechanical.	x			
10/13/2022	FR 4	539 Campodonico, Rough plumbing.	x			
10/13/2022	FR 5	539 Campodonico, Rough framing.	x			
10/13/2022	FR 6	539 Campodonico, Gas piping.	x			
10/13/2022	FR 8	539 Campodonico, DWV topout	x			
10/13/2022	FR 9	539 Campodonico, Shear wall, straps and holdowns.	x			
10/13/2022	FR 10	539 Campodonico, Gas pressure test.	x			
10/13/2022	SC 3	539 Campodonico, lath nailing.	x			
10/13/2022	FR 2	4418 4th, Roof nailing and framing.	x			
10/13/2022	FR 5	4418 4th, Rough framing.	x			
10/13/2022	UN 1	382 Campodonico, Underslab drain plumbing.	x			
10/14/2022	AD 9	Scheduling and records update.	x		David, 4.25 hrs	
10/14/2022	SC 9	539 Campodonico, Stucco scratch coat.	x		12 inspections	
10/14/2022	FR 2	640 guadalupe St, Roof vents, still no answer from Javier.	x		fog then clearing	
10/14/2022	F 1	Lot 221, Final building, cert of occupancy issued.	x		10/14/2022	
10/14/2022	F 2	Lot 221, Final electrical.	x			
10/14/2022	F 3	Lot 221, Final mechanical.	x			
10/14/2022	F 4	Lot 221, Final plumbing.	x			
10/14/2022	F 5	Lot 221, Title 24 papers ok.	x			
10/14/2022	F 6	Lot 221, Smokies and carbon monox alarms tested.	x			
10/14/2022	F 10	Lot 221, Fire sprinklers bell ok.	x			
10/14/2022	F 10	Lot 221, Automatic landscape computer installed.	x			
10/14/2022	AD 4	585 Campodonico, Site meeting with owner Cesar, future retrofit window installation, permit process.	x			
10/14/2022	AD 4	4733 Mary Knoll, Site visot with Francisco, gas pipe wrap, and conduit questions.	x			
10/17/2022	AD 9	Scheduling and records update.	x		David, 2.75 hrs	
10/17/2022	UN 1	1057 Gularte, Underslab drain plumbing.	x		2 inspections	
10/17/2022	FR 6	4733 Mary Knoll, Exterior gas pipe, steel, no pressure test today.	x		foggy then clearing	
			x		10/17/2022	
10/18/2022	AD 9	Scheduling and records update.	x			
10/18/2022	FR 5	325 Las Flores, Roof framing pv mounting brackets.	x		David, 5.0 hrs	
10/18/2022	SW 6	325 Las Flores, Conduit on roof, wall.	x		21 inspections	
10/18/2022	FN 2	325 Las Flores, Surfbird, Grounding electrode ok.	x		hot and no fog or clouds	
10/18/2022	FR 1	325 Las Flores, Rough electrical.	x		10/18/2022	
10/18/2022	F 2	325 Las Flores, Final electrical pv.	x			

10/18/2022	SC 6	539 Campodonico, Wall and ceiling insulation complete.	x						
10/18/2022	FR 5	4490 Holly, Roof framing pv mounting brackets.	x						
10/18/2022	SW 6	4490 Holly, Conduit on roof, wall.	x						
10/18/2022	FN 2	4490 Holly, Surfbird, Grounding electrode ok.	x						
10/18/2022	FR 1	4490 Holly, Rough electrical.	x						
10/18/2022	F 2	4490 Holly, Final electrical pv.	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 1.	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 2.	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 3	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 4	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 5	x						
10/18/2022	SC 3	4573 12th, Lath nailing, apt 6.	x						
10/18/2022	SC 6	4573 12th, Ceiling insulation, apt 3,	x						
10/18/2022	SC 6	4573 12th, Ceiling insulation, apt 4,	x						
10/18/2022	SC 6	4573 12th, Ceiling insulation, apt 5,	x						
10/18/2022	SC 6	4573 12th, Ceiling insulation, apt 6,	x						
10/19/2022	AD 9	Scheduling and records update.	x				David, 3.5 hrs		
10/19/2022	FN 5	382 Campodonico, Setbacks.	x				8 inspections, 2 pv plan checks		
10/19/2022	FN 5	382 Campodonico, Footings only.	x				95 degrees and no wind today		
10/19/2022	FN 2	382 Campodonico, Grounding electrode, #5 rebar.	x				10/19/2022		
10/19/2022	FN 5	382 Campodonico, Holdowns.	x						
10/19/2022	F 3	1164 Olivera, Final mechanical, apt C.	x						
10/19/2022	F 4	979 Obispo, Final plumbing, whole house retrofit.	x						
10/19/2022	F 4	979 Obispo, Water heater final.	x						
10/19/2022	MS 4	4573 12th, Conduit, request for transformer conduit inspections		x					
10/19/2022	MS 4	by PG+E, not city inspection.		x					
10/19/2022	AD 5	4475 Amber, Plan check 3.9 kw pv system.	x						
10/19/2022	AD 5	4733 Mary Knoll, Plan check 3.9 kw pv system.	x						
10/20/2022	AD 9	Scheduling and records update.	x						
10/20/2022	FN 5	695 Obispo, Setbacks for cell tower cabinet.	x				David, 3.0 hrs		
10/20/2022	FN 5	695 Obispo, Footings for cel tower cabinet.	x				8 inspections		
10/20/2022	FN 5	695 Obispo, Rebar and holdowns, slab for cell tower cabinet.	x				clear and warm		
10/20/2022	FN 2	695 Obispo, Grounding electrode, #2 tinned coper ground ring.	x				10/20/2022		
10/20/2022	SW 6	695 Obispo, Conduits for cell tower cabinet.	x						
10/20/2022	UN 1	935 Guadalupe St, Underfloor drain plumbing is complete.	x						
10/20/2022	SC 9	1100 Olivera, Scratch coat, unit 1.	x						
10/20/2022	SC 9	1100 Olivera, Scratch coat, unit 1	x						
10/21/2022	AD 9	Scheduling and records update.	x				David, 2.5 hrs		
10/21/2022	AD 2	4369 Ladera, Post short term rental placard at front yard per	x				8 inspections, 1 placard posted		
10/21/2022	AD 2	Larry Apell planner request, this is innagural City posting.	x				fog early, then clearing.		
10/21/2022	FR 1	4733 Mary Knoll, Rough framing.	x				10/21/2022		
10/21/2022	FR 3	4733 Mary Knoll, Rough mechanical.	x						
10/21/2022	FR 2	4733 Mary Knoll, Rough plumbing.	x						
10/21/2022	FR 6	4733 Mary Knoll, Gas piping.	x						
10/21/2022	FR 8	4733 Mary Knoll, DWV test ok.	x						
10/21/2022	FR 10	4733 Mary Knoll, Gas pressure test.	x						
10/21/2022	SW 4	4733 Mary Knoll, Sewer connection at new ADU complete,	x						
10/21/2022	SW 4	previous sewer connection was stubbed out to ADU.	x						
10/24/2022	AD 9	Scheduling and records update.	x				David, 3.75 hrs		
10/24/2022	F 11	5011 Sandpiper, Roof final, remove and replace tile roof.	x				13 inspections		
10/24/2022	FR 5	151 Surfbird Ln, Rough framing, jr. ADU in garage.	x				fog early, then clearing		
10/24/2022	FR 1	151 Surfbird Ln, Rough electrical.	x				10/24/2022		
10/24/2022	FR 3	151 Surfbird Ln, Rough mechanical, not ready today.		x					
10/24/2022	FR 4	151 Surfbird Ln, Rough plumbing.	x						
10/24/2022	FR 8	151 Surfbird Ln, DWV top out ok.	x						
10/24/2022	FR 10	151 Surfbird Ln, Gas pressure test, not ready today.		x					
10/24/2022	FR 5	4353 Lazo, Roof framing pv mounting brackets.	x						
10/24/2022	SW 6	4353 Lazo, Conduit on roof, wall.	x						
10/24/2022	FN 2	4353 Lazo, Surfbird, Grounding electrode ok.	x						
10/24/2022	FR 1	4353 Lazo, Rough electrical.	x						
10/24/2022	F 2	4353 Lazo, Final electrical pv.	x						
10/24/2022	FR 2	5103 Blue Heron, Roof sheathing repairs complete.	x						
10/25/2022	AD 9	Scheduling and records update.	x				David, 5.25 hrs		
10/25/2022	FN 1	1057 Gularte, Footings, rebar, holdowns.	x				43 inspections		
10/25/2022	FN 2	1057 Gularte, Grounding electrode, #4 rebar	x				foggy then clearing		
10/25/2022	FN 5	1057 Gularte, Setbacks, forms.	x				10/25/2022		
10/25/2022	F 1	Lot 26, Final building, cert of occupancy issued.	x						
10/25/2022	F 2	Lot 26, Final electrical.	x						
10/25/2022	F 3	Lot 26, Final mechanical.	x						
10/25/2022	F 4	Lot 26, Final plumbing.	x						
10/25/2022	F 5	Lot 26, Title 24 papers ok.	x						
10/25/2022	F 6	Lot 26, Smokies and carbon monox alarms tested.	x						
10/25/2022	F 10	Lot 26, Fire sprinklers bell ok.	x						
10/25/2022	F 10	Lot 26, Automatic landscape computer installed.	x						
10/25/2022	F 1	Lot 31, Final building, cert of occupancy issued.	x						
10/25/2022	F 2	Lot 31, Final electrical.	x						
10/25/2022	F 3	Lot 31, Final mechanical.	x						
10/25/2022	F 4	Lot 31, Final plumbing.	x						
10/25/2022	F 5	Lot 31, Title 24 papers ok.	x						
10/25/2022	F 6	Lot 31, Smokies and carbon monox alarms tested.	x						
10/25/2022	F 10	Lot 31 Fire sprinklers bell ok.	x						
10/25/2022	F 10	Lot 31, Automatic landscape computer installed.	x						
10/25/2022	AD 1	4460 3rd, Site visit with Vincente, window removal and wood	x						
10/25/2022	AD 1	fireplace possibilities, will check with county air polution dept.	x						
10/25/2022	FR 5	4418 4th, Rough framing.	x						

10/25/2022	FR 1	4418 4th, Rough electrical.	x				
10/25/2022	FR 3	4418 4th, Rough mechanical.	x				
10/25/2022	FR 4	4418 4th, Rough plumbing.	x				
10/25/2022	FR 6	4418 4th, Gas piping.	x				
10/25/2022	FR 8	4418 4th, DWV test ok.	x				
10/25/2022	FR 10	4418 4th, Gas pressure test not ready today.		x			
10/25/2022	SC 2	4484 Holly, Etag, not ready, wrong grounding electrode size.		x			
10/25/2022	SC 1	4573 12th, Drywall nailing, apt 6.	x				
10/25/2022	SC 1	4573 12th, Drywall nailing, apt 5.	x				
10/25/2022	SC 1	4573 12th, Drywall nailing, apt 4.	x				
10/25/2022	SC 1	4573 12th, Drywall nailing, apt 3.	x				
10/25/2022	SC 1	4573 12th, Resilient channel, apt 6.	x				
10/25/2022	SC 1	4573 12th, Resilient channel, apt 5.	x				
10/25/2022	SC 1	4573 12th, Resilient channel, apt 4.	x				
10/25/2022	SC 1	4573 12th, Resilient channel, apt 3.	x				
10/25/2022	FR 10	4573 12th, Gas pressure test, interior, apt 6.	x				
10/25/2022	FR 10	4573 12th, Gas pressure test, interior, apt 5.	x				
10/25/2022	FR 10	4573 12th, Gas pressure test, interior, apt 4.	x				
10/25/2022	FR 10	4573 12th, Gas pressure test, interior, apt 3, not ready today.	x				
10/25/2022	SC 9	4573 12th, Stucco scratch, apt 6.					
10/25/2022	SC 9	4573 12th, Stucco scratch, apt 5.					
10/25/2022	SC 9	4573 12th, Stucco scratch, apt 4.					
10/26/2022	AD 9	Scheduling and records update.	x			David, 4.75 hrs	
10/26/2022	SC 2	4484 Holly, Etag issued, email PG+E	x			15 inspections	
10/26/2022	SC 6	4484 Holly, Wall, ceiling insulation complete.	x			clear and warm	
10/26/2022	SC 1	539 Campodonic, Drywall nailing.	x			10/26/2022	
10/26/2022	FR 10	539 Campodonic, Gas pressure test.	x				
10/26/2022	F 1	5173 Surfbird, Final building, cert of occupancy issued, ADU	x				
10/26/2022	F 2	5173 Surfbird, Final electrical.	x				
10/26/2022	F 3	5173 Surfbird, Final mechanical.	x				
10/26/2022	F 4	5173 Surfbird, Final plumbing.	x				
10/26/2022	F 6	5173 Surfbird, Smokies and carbon monox alarms tested.	x				
10/26/2022	FR 5	147 Tognazzini, Roof framing pv mounting brackets.	x				
10/26/2022	SW 6	147 Tognazzini, Conduit on roof, wall.	x				
10/26/2022	FN 2	147 Tognazzini, Surfbird, Grounding electrode ok.	x				
10/26/2022	FR 1	147 Tognazzini, Rough electrical.	x				
10/26/2022	F 2	147 Tognazzini, Final electrical pv.	x				
10/26/2022	FN 5	1057 Gularte, Footings/columns at fron door area complete.	x				
10/27/2022	AD 9	Scheduling and mostly records update.	x			David, 3.0 hrs	
10/27/2022	SC 9	4573 12th, Stucco scratch, apt 1.	x			7 inspections	
10/27/2022	SC 9	4573 12th, Stucco scratch, apt 2.	x			foggy then clearing	
10/27/2022	SC 9	4573 12th, Stucco scratch, apt 3.	x			10/27/2022	
10/27/2022	SC 1	4573 12th, Drywall nailing, apt 1.	x				
10/27/2022	SC 1	4573 12th, Drywall nailing, apt 2.	x				
10/27/2022	SC 1	4573 12th, Resilient channel, apt 1.	x				
10/27/2022	SC 1	4573 12th, Resilient channel, apt 2.	x				
10/28/2022	AD 9	Scheduling and mostly records update.	x			David, 6.25 hrs	
10/28/2022	AD 4	Pasadera office trailer, final job card signing for the model	x			7 inspections	
10/28/2022	AD 4	homes on Ninos.	x			foggy then clearing	
10/28/2022	FN 5	382 Campodonic, Concrete slab, rebar.	x			10/28/2022	
10/28/2022	FN 5	382 Campodonic, Setbacks.	x				
10/28/2022	FN 5	382 Campodonic, Capillary break.	x				
10/28/2022	AD 1	183 Pelican, Site visit with owner Sal, he's having performance	x				
10/28/2022	AD 1	issues with new water heater, refer to plumber of record for	x				
10/28/2022	AD 1	onsite visit.	x				
10/28/2022	FR 2	5103 Blue Heron, Roof sheathing, looks good from the street,	x				
10/28/2022	FR 2	no roofers on site only roof tear off stuff and other junk in	x				
10/28/2022	FR 2	black trailer in front yard, no ladder available, called 2 times to	x				
10/28/2022	FR 2	the house owners-no answer.	x				
10/28/2022	AD 4	4733 Mary Knoll, Site visit for lathing issues with Francisco.	x				
10/31/2022	AD 9	Scheduling and mostly records update.	x			David, 3.0hrs	
		4733 Mary Knoll, Stucco lath nailing.	x			1 inspection today	
						very foggy early, then clearing	
						10/31/2022	
		David Rose, contract bldg inspector, October, 2022, total of					
		302 inspections includes 8 Pasadera roof mount pv jobs at finals,					
		total of 9 certs of occupancy, 21 inspection days of 31 calendar					
		days. Thank you very much !!					
		Folowing information is fact not opinion: The Pasadera tract and					
		next series of houses to start construction will be after the west					
		side bridge over the railroad tracks is complete, perhaps there					
		will be foundations and framing inspections in July or August					
		at the very earliest. The houses finaled this month are the					
		last for several months.					



**Public Works/Engineering Report  
October 2022**

**Development**

Pasadera

On September 1, the City took over Pasadera Lot 5. Upon receiving the water bill for the parks in Lot 5, which exceeded \$1,500 for just a little more than one acre of park land, City staff investigated the irrigation controls and made adjustments. These adjustments did not take effect, resulting in continued overwatering. After two weeks of adjusting to no avail, staff turned off the controller; however, the parks continued to get watered. Technical support indicated that two controllers had the same IP address, and that our controller was being overwritten by the other controller, which is still under the control of the developer. The irrigation controller manufacturer sent the City a new SIM card for our controller so that a new IP address can be established and Lot 5 park irrigation will be fully under City control. In the meantime, all of the valves feeding the irrigation to these parks have been closed in order to protect against undesired watering and let the parks dry out a bit. In November, the new SIM card will be installed and irrigation adjusted for the season.

**Facilities**

City Hall

On October 13, bids were due for painting the main hall and exterior of City Hall. One bid was received. Council approved this bid for award on October 25.

On October 21 and 28, Spectrum ported over City employees original phone numbers to complete the transition to fiber communication and network capability at City Hall.

**General**

Urban Forest Plan

In June 2022, the City received a grant in the amount of \$170,734.49 to conduct a tree inventory, prepare an Urban Forest Plan and associated ordinance, and plant 84 trees. The first step is to purchase the equipment necessary to conduct the tree inventory. Because this equipment costs more than when the grant was issued, City staff requested and was granted a budget adjustment. On October 5, City staff issued a purchase order to California Surveying and Drafting Supply, a

sole-source distributor for this particular equipment, in the amount of \$11,761.08 before taxes for a GPS unit and associated equipment to perform the tree inventory.

### Special projects

Public Works staff worked on several special projects requested by others along with normal tasks of emptying streets trash cans twice a week, daily street inspection, bulky trash pickup, and weekly cleaning of the pedestrian bridge in the month of October including:

- October 3: Vegetation maintenance at 4646 10<sup>th</sup> St. (old AI's Union property).
- October 4: Begin installation of bus shelter on Esperanza Dr. in the Pasadera development.
- October 5: Complete installation of bus shelter on Esperanza Dr. in the Pasadera development. Meet with Frontier Communications to coordinate numerous conduit boring installations throughout the City.
- October 7: vegetation maintenance along W. Main St. west of Guadalupe Street
- October 10: diagnose irrigation system at parks in Lot5 N in the Pasadera development. adjust watering schedule and make repairs.
- October 11: assist electrician pulling wires for PD electrical upgrade. Help develop traffic control plan for filming on Saturday.
- October 12: continue troubleshooting Pasadera parks irrigation controls.
- October 13: traffic control setup for filming.
- October 17: repair Pasadera Park irrigation piping, clean storm drains.
- October 18: paint over graffiti on pedestrian bridge, clean storm drains, clean corporation yard.
- October 20: meet with PG&E at corporation yard to discuss placement of new electric service for electric bus and fleet vehicle charging.
- October 24: clean storm drains, continue cleaning corporation yard.
- October 25: begin installation of capital campaign pavers around the flagpole at Le Roy Park.
- October 26: complete installation of capital campaign pavers around the flagpole at Le Roy Park.
- October 28: assist contract electrician on installation of wiring for police department.
- October 31: install keypad in Public Works area of City Hall.

The Public Works Director participated in the following meetings in October:

- October 3: meeting with PG&E to discuss use of \$457,000 of Rule 20A funding for undergrounding power lines along 11<sup>th</sup> Street.

- October 4: Recreation Commission meeting.
- October 5: Santa Barbara Transit Advisory Committee (SBTAC) meeting. Discussion with Pasadera development engineer on traffic safety issues on 166/Obispo. Meeting with Frontier Communications on coordinating numerous conduit boring installations throughout the City.
- October 6: TTAC/JTAC. Central Park Renovation project monthly progress meeting.
- October 10: Pasadera Lot 5N parks irrigation review. Meet with Proterra to finalize paperwork for \$156,000 HVIP voucher for the electric bus.
- October 11: check-in meeting with Ashley and Vance to discuss City Hall roof replacement project. Meet with Regional Water Quality Control Board to discuss paperwork requirements to update wastewater treatment plant permit.
- October 12: SBCAMM monthly meeting. Meeting with Frontier Communications to discuss encroachment permits throughout town for installation of conduit for fiber.
- October 13: CCWA operating committee meeting. Central Park outreach workshop.
- October 14: CC-LEAP/RAPIDS meeting to discuss wastewater treatment plant aerator replacement with assistance from rebate program from PG&E.
- October 18: managers meeting.
- October 20: meeting with PG&E at 303 Obispo St. to discuss service panel placement for electric bus charging station.
- October 24: electric bus check-in meeting.
- October 25: IRWM water resiliency and projects meeting.
- October 26: meeting with CDBG project manager.
- October 27: CCWA board meeting. Solid Waste Task Force meeting. Meeting with LADG.
- October 28: meeting with Taylor Farms about wastewater.
- October 31: meeting with property owners adjacent to Bonita Park.

## **Parks**

### Pasadera parks

The City assumed control of the two parks in Pasadera Lot 5 North, which we have named Del Mar Park and Esperanza Park for convenience. These parks have a sophisticated irrigation control system that we troubleshot on October 10. We discovered significant overwatering of these parks to the tune of over 30,000 gallons of water a week, the cost of over \$1,500 per month. We estimate the savings of over \$800 a month by adjusting the water schedules and fixing the irrigation controls.

### Central Park

Staff worked with the design consultant for the Central Park Renovation project on several items in the month of October, including monthly progress, update to the Recreation Commission,



water bill insert in the October water bill, email to interested parties, and letters to local businesses advertising the public input meeting on October 13.

### Le Roy Park

Staff completed installation of the pavers at the base of the flagpole as part of the capital campaign program.

## **Streets**

### Street Rehabilitation

This project was awarded on October 11. Preconstruction meeting not yet scheduled.

## **Transit**

### EV buses

On October 20, staff met with PG&E to discuss layout of the electrical service for the transit bus charging area at 303 Obispo.

On October 24, the City submitted the first progress report for the low carbon transportation operations program (LC top) this program is providing \$553,680 towards the purchase of electric cutaway transit bus.

## **Water**

### AMI

\$200,000 for the automated metering infrastructure (AMI) project phase 1 is budgeted in the fiscal year 22 – 23 budget. A critical element of this project is to convert the 503 meters in routes eight and nine that are manual read and are not compatible with the automated meter reading technology, which is needed to work with AMI. This work was already anticipated and budgeted for this project. The expense to purchase these meters is estimated at \$100,600. City staff plans to sole-source this purchase so that these meters are compatible with all of the other meters in the water system that are Sensus auto read. City staff will install the meters. Once installed, the City will save an estimated four workdays per month by converting these meters from manual read to auto read, and save even more staff time once AMI is fully implemented.

### State Water

On October 31, the State Water pipeline was shut down for annual maintenance. Because the City State water allocation is so low, City staff has been operating the turnout by running 70,000 gallons water once a week to keep water in the 5-mile pipeline fresh. However, so little water has been running through the State Water pipeline that water quality is poor. This annual shutdown is four weeks long, two weeks longer than normal. It is anticipated that water in the pipeline from the turnout to the City system will deteriorate in four weeks. Staff has developed a plan to disinfect the line once State Water is back online.

### Elevated Tank

On October 28, staff issued a Request for Proposals for review of the Cell Tower Lease Agreement associated with the elevated tank.

### **Wastewater**

#### Regulatory

No overflows occurred in October 2022.

The wastewater treatment plant experienced no violations the month of October.

Staff is working with the Regional Water Quality Control Board on its wastewater treatment plant permit renewal. To this end, staff has been in contact with the adjacent property owner and Taylor Farms to gather relevant documentation to submit to the Regional Board.

#### Effluent Pump Station Rehabilitation

This project involves the rehabilitation of the effluent pump station at the wastewater treatment plant. It is partially funded through an Integrated Regional Water Management Program (IRWMP) grant. On October 6, City staff submitted its quarterly progress report to IRWMP, which is funding \$302,821 of this \$522,821 project. Switchgear for this project is due to be delivered December 16.

#### Highway 1 Lift Station Rehabilitation

Caltrans issued an encroachment permit for this project on October 21. Staff is working with the design engineer to make final edits on the bid documents for this project go out to bid.

#### Wastewater treatment plant

Staff is working with a subcontractor to PG&E on replacement of the aerators. These aerators were installed in 2005 and are approaching end of useful life. If a vendor is able to provide aerators that meet the treatment needs and also save energy, the base are available through PG&E. \$48,000 is budgeted for this project. The subconsultant has contracted seven different vendors to provide information about their product line.

#### Wastewater Master Plan

On October 21, staff issued a Request for Proposals for wastewater consulting services to assist with development of the wastewater Master Plan and engineering report, Title 22 engineering report, and several technical memos regarding the effluent sample point, plant capacity, and flow measurements.

**City of Guadalupe**

**Capital Improvement Projects Budget - Fiscal Year 22-23**

Project #	Account #	PROJECT DESCRIPTIONS	2022-23 TOTAL	2022-23 Spent/ Encumbered	October 2022 Update
100		<b>Buildings</b>			
089-104	89-4444-3044	Financial Accounting Software	\$ 155,127	\$ 9,358	Transition begun
089-105	89-4444-3045	General Plan Update	\$ 40,840		
089-106	89-4444-3077	Public Facilities Master Plan (w/ parks & library)	\$ 90,000		
089-107	89-4444-3076	American Legion wood repair	\$ 70,000		
089-108	89-4444-3075	Building improvements (PD Electrical, misc)	\$ 170,000	\$ 26,527	PG&E design underway
089-109	New	Royal Theatre	\$ 5,459,320		
089-110	New	Library Relocation	\$ 30,000		
089-111	New	City Hall Restroom Redesign	\$ -	canceled	\$154,000 funds transferred to 089-112
089-112	New	City Hall Upgrades (roof & assoc. building repairs)	\$ 554,000	\$ 79,665	city hall structural assessment+painting bid
200		<b>Parks</b>			
089-201	New	CDBG (Central Park)	\$ 4,882,054	\$ 611,887	Design underway
089-204	New	CDBG (Leroy Phase 2)	\$ 1,700,000		
300		<b>Streets, Sidewalks, Bicycle Facilities</b>			
089-307	89-4444-3067	11th st multimodal path design	\$ 200,000		
089-308	89-4444-3068	Street Rehabilitation FY 22/23	\$ 1,700,000	\$ 1,471,237	Awarded
089-309	89-4444-3097	Sidewalk repairs	\$ 100,000	\$ 100,000	Awarded
089-310	New	La Guardia Sidewalk	\$ 293,809		Developer to address
089-311	89-4444-3092	Storm Drain Improvements	\$ 60,000		
400		<b>Water</b>			
089-406	89-4444-3093	Elevated Tank Repairs/Evaluate Antenna Revenue	\$ 95,000		RFP issued for cell tower lease agreement review
089-407	89-4444-3094	Advanced Metering Infrastructure Phase 1	\$ 200,000		
089-408	89-4444-3095	SCADA Improvements	\$ 50,000		
089-409	89-4444-3096	West Main Waterline	\$ 450,000	\$ 362,655	Completed 8/9/22
089-410	New	Bonita Tank Demolition	\$ 40,000		
500		<b>Wastewater</b>			
089-503	89-4444-3083	Effluent Irrigation Pump Station Rehabilitation	\$ 522,821	\$ 516,180	Construction tentatively scheduled for December 2022
089-504	89-4444-3084	Hwy 1 Lift Station	\$ 1,200,000		CalTrans encroachment permit received Oct 2022
089-510	89-4444-3090	AIPS vault	\$ 90,000		
600		<b>Transit</b>			
089-603	New	EV Bus and charging	\$ 1,700,000	\$ 1,138,772	\$1,049,977.50 bus P.O. \$88,794.38 charger P.O.
089-602	New	Amtrak Tran Station Rehab (design)	\$ 494,000		
		<b>Transfer to CIP fund 089:</b>	\$ 20,346,971	\$ 4,316,281	
		Completed/Cancelled			



## Los Amigos de Guadalupe Report

November 2022

Alejandra Mahoney, Executive Director of LADG

Date: October 27, 2022

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### Staff Updates

Tom Brandeberry has transitioned out of the Executive Director position for LADG. He will continue to be employed by LADG as the Project Manager of the City's Royal Theatre project.

Alejandra Mahoney is LADG's new Executive Director. She started in the position Monday September 26, 2022 and will work part time.

Tiffany Gonzales. Tiffany is our Community Development Coordinator. She started October 24, 2022. Her primary work will be grant management and grant research and writing.

Marcus Sanchez. Marcus is our Kitchen Manager, starting September 26, 2022. He comes with a lot of restaurant experience and is a Guadalupean.

Lyubov (Luba) Popovich. Has been hired temporarily as extra help in the kitchen as we get it up and running and help with meal preparation. She started August 8, 2022 and continues part time for now.

Stephanie Krouse: is taking time off from LADG until the new year at which time she will be operating a LADG grant from the California Arts Council for their grant program, Artist in the Schools. See below for more on this grant.

# LeRoy Park & Community Center

## Mural Competition

As you may remember, LADG received \$5,000 in a donation from Quincon construction company to complete one of their scope of work: a mural at the entrance to the Le Roy Park gym. The City's Recreation and Park Commission picked the artist (Servando Garcia) who received \$2,500 as an advance and the remaining \$2,500 after City staff, Hannah Sanchez, indicated the mural was complete and met the commission's requirements. It looks fantastic!



## Capital Campaign

LADG has been working with Shannon Sweeney to complete the Capital Campaign Plaques initiative. The 26 plaques are on order and are expected to be with the City before the end of November. LADG will work with City staff on how the plaques will be placed in the park and how we will involve the donors.

## Microenterprise (CDBG)

As the Council may remember, LADG submitted a revision to the Microenterprise Financial Assistance Guidelines, among multiple changes, to allow for grants up to \$10,000.

LADG, working with Women's Economic Ventures (WEV) and one of their instructors, Carla Blandón, completed the Cohort workshop, *Foundations of Entrepreneurship*. The class was open to





income qualifying Guadalupe business owners or individuals living in Guadalupe that wanted to start a business. 7 of the 15 that signed up for the workshop completed the course and received a certificate, handed out by Council Member Antonio Ramirez on behalf of the City.

The successful completion of the *Foundations of Entrepreneurship* workshop was one of a number of eligibility requirements. Of the 7 individuals that completed the course, 5 have submitted an application for a City grant. LADG staff are presently developing a "Grant Package" designed to help the Microenterprise Advisory

Committee (MAC) complete their grant application review and approval efficiently. LADG has had a number of recent staff changes, which has sadly slowed down this process. At the time of this writing, LADG staff was planning on completing the Grant Package document and the initial review of all applications. It is anticipated that all applications would need to submit additional documents before the application was ready to be submitted to the MAC. Our goal is to have all applications ready for MAC review before the MAC's November meeting, presently scheduled for November 22, 2022.

Finally, LADG staff are working with Carla Blandón to complete a second workshop, starting in January, 2023. This class will also be tied to a possible City grant up to \$10,000.



## Royal Theater

Since our last City Council report, in addition to the \$4.8 Million EDA grant funds, the State of California in their 2022/23 budget awarded the City of Guadalupe \$5 Million. At this time, the City is waiting for the contract, which will be awarded through the California Arts Council (CAC). The City and LADG are grateful to Senator Monique Limon for her support of this project in the State Budget. The Senator was in town October 6 for check presentations and LADG hosted a roundtable with the Senator and her staff.

Project status: in addition to waiting for an executed grant agreement from CAC, the project is also waiting for the State Historical Preservation Office (SHPO) to approve the Architectural Plans for the renovation of the historic theater. Once SHPO approves the plans, LADG will begin work on the Seal Bid documents to get the project out to bid.



LADG has also been working with the City, and an historic tax consultant, to apply for Historic Tax Credits. Presently the plan is to apply for Federal Historic Tax Credits but should the new State Historic Tax Credits become available, these tax credits will also be accessed. These additional funds will allow for, as an example, additional contingency funds, which could be needed since costs are unstable.

## Senior Meals Program

The Center has been open for meals, after successfully gaining a County permit to operate and address all of the Fire Department needed correction, since July 11, 2022. Deliveries to seniors who meet the criteria began September 6, 2022.



LADG submitted a grant application to the Area Agency on Aging (AAA) for funding of the senior meals program, to fund both congregate and home delivery meals to seniors 60+. LADG was successful and the program was up and running August 26, 2022. The award covers a 5 year period. The funds will supplement the CDBG CV 2/3 funding and allow the CDBG fund to stretch to the end of the contract period, April 2024. The Senior Meals Program averages 18 seniors at the center, and 25 delivered meals daily. Prior to Covid when the Guadalupe Senior Center was open, the service provider served on average 6 seniors at the center and delivered to approximately 9 seniors. All of this being done by word of mouth. Our Application for funding requesting funds for serving a total of 60 seniors daily. We have gone beyond this. However, with the CDBG CV funds, we do not need, or intend to ever, start a waiting list.

LADG will now work on two other goals for the Seniors: grant funds to renovate the building and additional operating funds to allow for a full service senior center, with staffing to cover senior services beyond just lunch meals.



LADG would like to give a big shout out to Belinda Popovich, who is the LADG Board Secretary for helping get the Senior Meals program up and running. She has, for the past two months, been volunteering 5 days a week, over 30 hours each week to make this program work.



Finally, LADG was able to secure a \$125,000 grant from AAA to replace some of the kitchen equipment and to purchase a EV cargo van to help with deliveries and picking up supplies. We are waiting for a contract but the funds will replace the stove, oven, hood, prep table and other items. LADG staff will be working with City staff to determine what to do with the replaced items.

## Guadalupe Coalition of Nonprofits (GCON)

LADG was successful in applying for a small grant from the FUND for Santa Barbara. Using the work LADG did in creating the Guadalupe Business Association, LADG is facilitating monthly roundtables with other local nonprofits and service providers that serve the community of Guadalupe. The roundtable is being used to explore how a coalition of some sort could help each other in meeting individual nonprofits missions. The goal is to develop over the next year a permanent, sustainable organization. This could be a multi-agency MOU or even a incorporation into a 501(c)(6) association.



The first meeting was held at the Guadalupe Senior Center August 5, 2022 with over 40 individuals and 22 organizations in attendance. LADG is using its Workplace platform to allow those individuals and agencies to share information with each other. The name, Guadalupe Coalition of Nonprofits (GCON), was part of a process that included this name winning a vote. A second meeting was held,



October 7, 2022 once the group agreed via a vote, to hold monthly meetings, first Friday of the month, starting at 4:30PM.

## Artists in the Schools

LADG was successful in applying for this grant with the California Arts Council (CAC). The funds will allow for an artist (Stephanie Krouse) to work with the GUSD to incorporate art into the classroom. The grant covers a part time artist for a two year period, starting in January. Stephanie and Alejandra have started meeting with school principals on how they will incorporate the artist into classrooms.

## ReLeaf Program

LADG was successful in obtaining a grant to plant trees in Le Roy park. The ReLeaf Program awarded \$35,000 for the tree planting and educational activities. Shannon Sweeney organized a Scout Troop, as part of one scout's Eagle Scout project, to fully organize and manage the project from buying the trees and supplies to have a work weekend. Along with LADG volunteers, the scouts successfully planted 76 trees, based on the original landscape architectural design.



LADG partnered with Mary Buren Elementary School to provide educational opportunities concerning the trees in Le Roy Park. The students had field trips in June 2022, where they learned about the trees that have been planted as well as the overall importance of trees.

This past month, the ReLeaf Program completed a site visit to confirm the trees were planted, review their condition, and make recommendations. A number of the trees will need to be replaced and LADG is waiting on City staff to address some irrigation issues, after which, LADG will replace the trees that have died. The report was forwarded to City staff for their review. There is remaining funds to replace trees and purchase any needed supplies.

## EPA: Recreation Economy for Rural Communities (RERC)

LADG applied to the EPA for a planning effort. The EPAA, other federal agencies, and EPA hired consultants to work with rural communities to create plans to develop local recreational economies. LADG was successful and created a Steering Committee to work with the EPA. The Committee is made up of City, LADG, the GBA, and other community individuals and organizations. One meeting has been held to date. Our next week, which is being organized, will be a full day workshop.

After the planning effort is done, there will be opportunities from the EPA, the other federal agencies and the consultant to support funding the funds to implement the plan itself.

## Fiscal Sponsor

LADG has, in the past, supported fledgling nonprofits to get up a running by being their Fiscal Sponsor (fiscal agent). This was done, for example, with the Guadalupe Business Association as they needed to collect funds and pay bills but couldn't open a bank account without completing the incorporation process and receiving their IRS 501 (c)(6) status letter. Since this time, the Santa Barbara Foundation has required FRESA and the Guadalupe Broadband Task Force to use LADG as the fiscal sponsor for these entities to receive grant funds.

LADG see this as a continuation of our mission to build a resilient Guadalupe by building capacity.

## Thank You

LADG wanted the Council to be aware of some thank yous that should be mentioned.

Veggie Rescue: this organization has been wonderful in supplying kitchen rescue food to help offset food supply costs. They have been delivering weekly and the food that is "rescued" is in excellent condition and not one thinks of rescued food. The value from these donated food is approximately \$1,000 to \$1,500 per week.

Taylor Farms: especially Julianne Hill, have also been donating salad mixes for the senior meals program. She, as a representative of Taylor Farms,



has also participated in the GCON roundtables, and donated a large amount of salad mixes for the Le Roy Park Grand Opening, all of which really shows her and Taylor Farms willingness to be engaged in the community.

Belinda Popovich: Belinda is LADG Board Secretary and has been instrumental in getting the Senior Meals program up and running. From developing the menus (required nutritional measurement included), to organizing the supply chain to training the kitchen staff and even doing prep work everyday, the great success of the program would not have been possible without her generous volunteering.

## Future Funding Needs

LADG will, as a priority, research sources of grants to rehabilitate the Guadalupe Senior Center. While the building is solid, it is over 40 years old and upgrades are needed.

Also, presently the senior services are limited to senior meals. LADG will be researching sources of funds, supplemental to the AAA funds, to replace the CDBG CV 2/3 once that contract expires. It is LADG goal to have a full service Senior Center, opened Monday-Friday 9-4pm, providing activities, and coordinating services for the seniors.

LADG is working with the City to create a grant roundtable for multiple Guadalupe agencies/nonprofits to meet periodically to discuss grant opportunities and needs. This, along with the GCON, will open up communication between Guadalupe entities to support each other going forward.

## Upcoming Grant Opportunities

Clean California Local Grant Program. This CalTCalifornia Department of Transportation is being released in the next few months, and this will be the second round of funding. The City/LADG would be very competitive for the grant but would need to find matching funds. A good project idea would be the renovation of the City pedestrian bridge.

Clean Mobility Options Program. From Transportation Needs Assessments to fundings e-bike/scooter, to EV vehicles and operating costs, this grant is out now for the needs assessment and in the new year for the equipment/program funding. LADG is looking to potentially apply for the purchase of an EV people carrier for Senior Transportation, primarily to get our seniors to and from the senior center. It could also pay for the staffing needed for operating the service.

CDBG: the NOFA will be released in early January. LADG will discuss with City staff to continue with the annual public meetings, including the required design meeting. This grant has the potential to fund the expansion of senior services and renovate the senior center, depending on the State CDBG priorities in this upcoming NOFA.



## CITY ADMINISTRATOR'S REPORT

November 8, 2022

*(Information below may be subject to change)*

### 1. **Escalante Meadows Update**

Escalante Meadows is completing their due diligence with the lenders and investors. They are targeting a construction finance close on or about 11/15. They will issue a notice to proceed to Ashwood Construction Company as soon as they close records. They are getting close!

### 2. **November 8<sup>th</sup> Elections**

This is a friendly reminder that Election Day is Tuesday, November 8th! Two Polling locations in Guadalupe: Vets Hall and Riverview.

- Election Day hours are from 6:00 AM until approximately 9:30 PM. The Election Officers assigned to our location will need to be in the polling place during those hours.
- Voting will take place between 7:00 AM and 8:00 PM.

### 3. **Dianne Feinstein Field Meeting**

Senator Feinstein's Field Representative was instrumental, along with Congressman Carbajal's staff, in getting the \$1.7M grant for the Phase II of Le Roy Park. She met with city staff at Le Roy Park on November 4<sup>th</sup> to check in on Phase II and about other City topics.

### 4. **Royal Theater Historic Tax Credits Meeting (\$1.5M)**

As you know, the City has received two grants totaling \$10M for the renovation of the Royal Theater and for the completion of the three (3) story contemporary building attached to the Theater.

The city administrator and Tom Brandeberry had a conversation with Adam Marwook (consultant) on October 31 to go over some more details about some new funding opportunities regarding the Federal Historic Tax Credits, and a suggestion by Adam for the City to consider New Market Tax Credits.

What Adam said, for the first time, there is an application process, not done by him, to apply for Federal Historic Tax Credits. He also stated this application is done by historic architects. The city will need to use former RDA funds to hire a historic architect if we want to apply. The city is pretty much guaranteed to receive an additional \$1.5 million to be use for anything related to the Royal Theater project including programming and construction cost overruns, etc.

The city has an agreement with Robert Chattel to complete the National Environmental Policy Act (NEPA), 106 consultations with State Historic Preservation Officer (SHPO). This work is limited to approving the 106 process and the Plan for state approval. The Federal Historic Tax Credits is an additional review of the plans for approval by the feds that the renovation plans meet the Federal Historic Tax Credit restoration requirement.

It is a 3-part application process, where the first part is done (gaining historic status for the building). The second two parts are completed after we address the 106 processes. Since the work is like what Chattel is already doing and since he knows our project, architecturally, intimately, I have asked him to send a proposal and price.

This message is to let you council know the issue and what needs to be done if we want historic tax credits. Once the City gets the proposal, this may be something that goes to city council for consideration.

**5. City Hall Chamber Zoom / YouTube Fix**

ITECH came in last week and upgraded the Wifi Spot for the Council Chamber. The connection was tested, and everything was running ok. ITECH did state that they were going to look and prioritize bandwidth to make sure the chamber has a better connection. We will see how it tests out at the November 8<sup>th</sup> City Council meeting.

**6. City Website**

As you may recall, the new city website will be funded by ARPA, but the project was put on hold as staff resources stalled this effort. However, on November 1, the City Administrator asked the Web designer to meet with the Department Heads to revisit this project and 'button up' loose ends to meet the needs to complete the project. An updated website is long overdue.

**7. Chevy Bolt**

A couple weeks ago, Los Amigos de Guadalupe (LADG) got word that the contracts will now be developed for the grant that include a new cargo van so the Chevy Bolt will no longer be needed. The Chevy Bolt was funded by a CDBG grant for food distribution but is titled to the city. The city will be taking the Bolt once LADG purchases their own cargo van for improved food distribution. The use of the Bolt will benefit the administration, finance, and recreation and facilities staff. This vehicle is very inexpensive to operate.

**8. CEDS Project - Two-County Regional Comprehensive Economic Development Strategy**

The city administrator met with REACH Central Coast Agency on November 1. REACH is very impressed with Guadalupe's mix of downtown opportunities and larger housing developments, but the city administrator helped them understand the community much better. Their consultants provided an overview on the CEDS project, TIP Strategies, who will help them understand from the city administrator about those same questions—what are the strengths, opportunities, and challenges in the community from our perspective. REACH can also help set the regional context for this project and how important it is to further integrate Guadalupe into the larger regional conversation.

## 9. Planning Director Schedule Update

The week of October 31<sup>st</sup>, the Planning Director finished up his draft staff report for the General Plan Update; it's long but needed to cover a lot of material. Then he'll move to the Findings contained in the Resolution, making a separate Resolution for the MND, per the City Attorney's recent direction. There are no conditions permitted for a general plan amendment/update, so we'll just need to take the Goals, Policies, and Plans as a "Condition" packet. Remember that Council agreed to allow us to put three-year timelines on all the programs which will help the new planner (and me as a backup) to work on these.

The Planning Director's other marching order is to prepare an update to our ADU ordinance to include all the new junk that the state is requiring. That needs to go to Council at the first and only meeting in December. We'll have the second reading the first meeting of January. Then the ordinance amendment will go into effect 30 days after the second reading.

## 10. Food Distribution – November 3<sup>rd</sup>

On November 3<sup>rd</sup>, the city administrator (*including new HR Manager Tegnear Butler*) and other staff helped on a very successful food distribution drive at the senior center.

## 11. Recreation and Parks Commission Minutes – October 4, 2022.

Please see **attachment 1** for the October 4, 2022, Recreation and Parks Commission minutes.

## 12. HdL Housing Update

Rapidly increasing mortgage rates slowed California home sales in the third quarter and continued the month-to-month declining trend that began in the spring. The statewide median home price was \$821,680, down 2.1 percent from August and up 1.6 percent from September 2021. Although the median price continued to increase on a year-over-year basis, the growth rate remained very mild compared to what we saw earlier this year. September marked the fourth consecutive month with a single-digit annual increase.

Please see the chart below for sales and price activity by region.

State/Region/County	Median Sales Price of Existing Single-Family Homes					Sales	
	Sept. 2022	Aug. 2022	Sept. 2021	Price MTM% Chg	Price YTY% Chg	Sales MTM% Chg	Sales YTY% Chg
Calif. Single-family home	\$821,680	\$839,460	\$808,890	-2.1%	1.6%	-2.50%	-30.2%
Calif. Condo/Townhome	\$620,000	\$625,000	\$600,000	-0.8%	3.3%	-12.50%	-34.8%
Los Angeles Metro Area	\$750,000	\$765,000	\$730,000	-2.0%	2.7%	-2.40%	-32.4%
Central Coast	\$920,000	\$950,000	\$886,900	-3.2%	3.7%	-2.80%	-25.7%
Central Valley	\$456,000	\$460,000	\$450,000	-0.9%	1.3%	-6.90%	-25.9%
Far North	\$380,000	\$380,000	\$370,000	0.0%	2.7%	-8.60%	-17.7%
Inland Empire	\$562,240	\$565,500	\$520,000	-0.6%	8.1%	-2.30%	-33.4%
San Francisco Bay Area	\$1,256,500	\$1,250,000	\$1,290,000	0.5%	-2.6%	-3.40%	-26.6%
Southern California	\$783,380	\$795,000	\$755,000	-1.5%	3.8%	-3.80%	-32.6%

(Regional and condo sales data not seasonally adjusted)

**Attachment 2** are reports showing the number of detached single-family residential sales (by quarter) and the median sale price for those properties. The report batch includes a sheet for the entire county and one for each of our client cities/agencies.



## MINUTES

**CITY OF GUADALUPE  
REGULAR MEETING OF THE RECREATION AND PARKS COMMISSION  
TUESDAY, OCTOBER 4, 2022**

**Call to Order:** Recreation Commission Chair- Joe Harris called the meeting to order at 6:00 p.m.

- 1. Roll Call:** Recreation Manager, Hannah Sanchez, noted the Commissioner attendance as follows:

Commission Chair: Joseph Harris- Present  
Commissioner: Enrique Ortiz- Present  
Commissioner: Emily Dreiling- Present

**2. Pledge of Allegiance**

Commissioner Chair Joe Harris was recognized and led the Commission in the pledge of allegiance.

**3. Community Participation Forum**

No participation.

**4. Consent Calendar**

- A. Motion was made by **Dreiling**, seconded by **Ortiz** to approve the September 6, 2022, regular meeting minutes. All ayes, 3/0. Motion passed.

**Regular Business**

**5. Other matters of importance that the Recreation Services Manager will discuss, if deemed necessary.**

- a. Public Works Director, Shannon Sweeney, attended the meeting to report to the commission about the upcoming renovation to Central Park. Ms. Sweeney and the design consultant team has gone through the budget and compared what was put in the grant application and what the consultant believes will be the actual costs. Ms. Sweeney presented the group with documents showing those numbers (see attachments). Ms. Sweeney brought up the water tower as it has a large sum of money wrapped up specifically for the water tower. She discussed that the water tower has money earmarked for art so the ideas of being painted or being wrapped were brought up. Ms. Sweeney asked the commission what type of art they would like on the water tower. Some ideas brought up were to paint it as a strawberry, to depict the dunes, and/or to depict the train. Commissioner Dreiling

suggested that the tank be wrapped as opposed to painted as she feels that a wrap would be more sustainable given Guadalupe's wet weather. Ideas for art on the water tower will be presented at the October 13<sup>th</sup> community outreach meeting that all participants can vote on what idea they like the best.

## **6. October Recreation & Parks Newsletter**

Recreation Services Manager, Hannah Sanchez, informed the commission about the monthly Recreation and Parks Newsletter that she will be posting on the city website and social media the week before the beginning of each month letting the community know about any programs, events, or activities that will be going on that month. Any community members may request to add information to the newsletter. Ms. Sanchez will review the request and add information when relevant.

On the October newsletter was information about the following list of events:

- **City Wide Pumpkin Decorating Contest**
  - All ages may send in a submission.
  - Submissions should consist of 2-3 pictures of the decorated pumpkin, the name of the artist, a Guadalupe address to verify Guadalupe residency, and a phone number.
  - There is no limit to how many people can submit per household.
  - The submissions should be emailed with the required information to [hsanchez@ci.guadalupe.ca.us](mailto:hsanchez@ci.guadalupe.ca.us).
  - The deadline to submit is Monday, October 31<sup>st</sup>.
  - The submissions will be presented to the Recreation and Parks Commission at the November 1<sup>st</sup> meeting to be judged.
- **Free Movie Night**
  - Saturday, October 22<sup>nd</sup>
  - Doors open: 6:30pm
    - Coco
- **Children's Pumpkin Painting**
  - Wednesday, October 26<sup>th</sup> from 1:15pm – 3:00pm
  - The first 20 participants will receive a free pumpkin to paint.
- **Basketball League – CANCELED**
- **Color Fusion Run/Walk Pt. 2**
  - Registration Fee: \$15
  - Registration Deadline: Thursday, Dec. 1<sup>st</sup>
  - Event Day: Saturday, December 3<sup>rd</sup>
    - Check in: 9:00am
    - Start: 10:00am

**7. Pumpkin Decorating Contest**

Ms. Sanchez covered the details of the pumpkin decorating contest in the update on the October newsletter.

**8. Fabulous 50s Dance Fundraiser**

Ms. Sanchez informed the commission of the marketing strategies she has been using to advertise for the event. Outside of emailing the flyers to all local dance companies/groups, Ms. Sanchez posted flyers in multiple neighboring cities as well as locally. Unfortunately, there have been no sign ups. If there are not at least 20 sign ups, the event will be cancelled.

**9. Color Fusion Walk/Run Part 2**

The Recreation and Parks Department still has left over supplies from the first Color Fusion 5k so all of those supplies will be used for part 2. The October newsletter has all of the details of the event and were gone over during point 6 of the agenda.

**10. Facilities and Parks Verbal Update**

Nothing to report from staff. Commission Chair Joe Harris reported that the door in the city hall auditorium that exits out into the courtyard has been jammed. No one has been able to exit that way. He requested that it be addressed as that could be a safety issue.

**11. Commission Requests, Comments, and Meeting Reports**

Nothing to report.

**12. Adjournment**

At 7:41 p.m. a **Motion** was made by Commissioner **Ortiz**, seconded by Commissioner **Dreiling** for adjournment. The unanimous vote resulted in the meeting's closure.

*Hannah Sanchez*

Recreation Services Manager, Hannah Sanchez

*Joseph Harris*

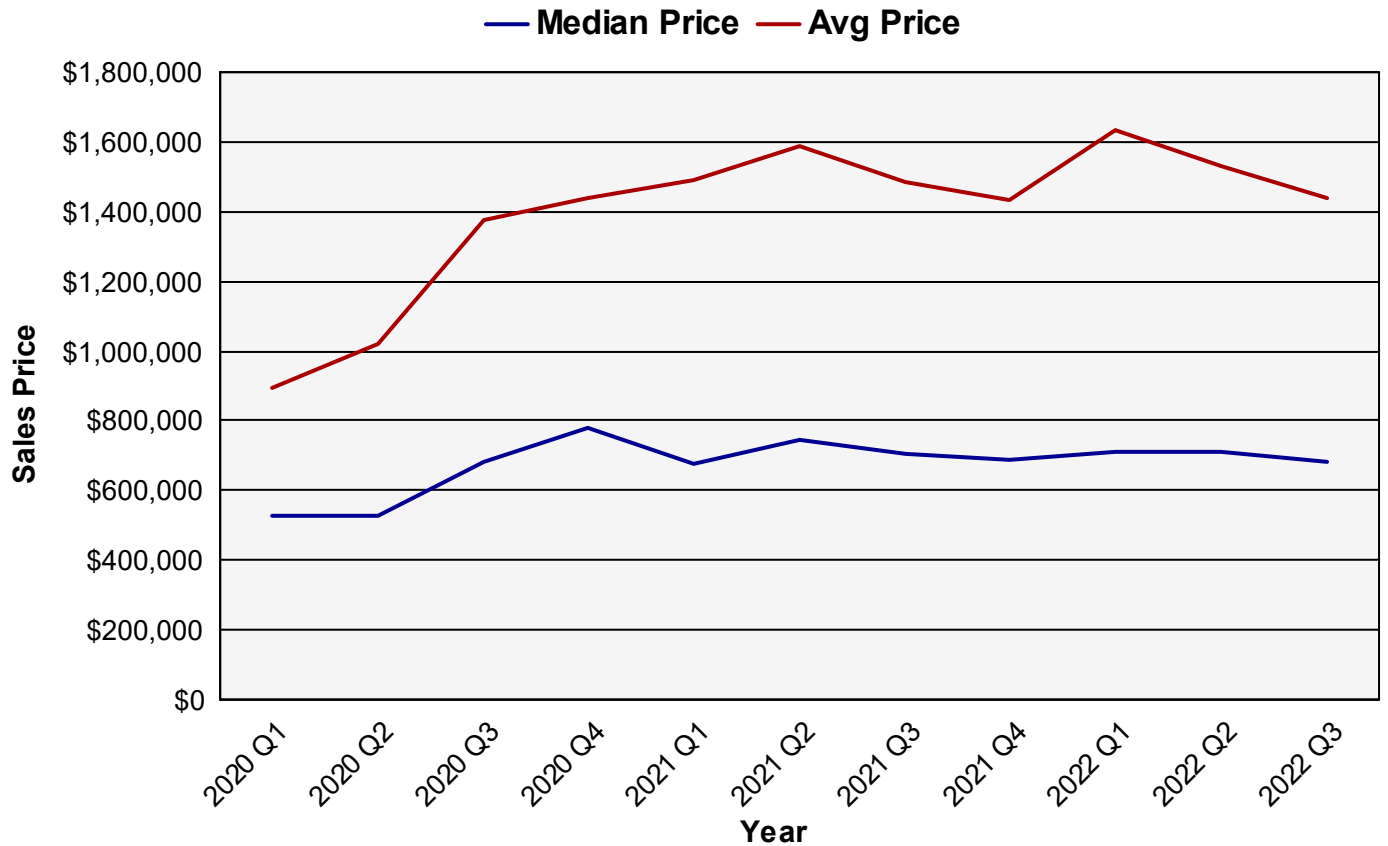
Recreation Chair, Joe Harris



# THE COUNTY OF SANTA BARBARA SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	698	\$894,456	\$525,000	
2020 Q2	657	\$1,021,961	\$529,000	0.76%
2020 Q3	1,040	\$1,373,333	\$680,250	28.59%
2020 Q4	966	\$1,437,487	\$777,500	14.30%
2021 Q1	850	\$1,492,397	\$678,000	-12.80%
2021 Q2	1,002	\$1,586,785	\$744,750	9.85%
2021 Q3	961	\$1,486,621	\$703,000	-5.61%
2021 Q4	813	\$1,434,657	\$690,000	-1.85%
2022 Q1	742	\$1,636,423	\$710,000	2.90%
2022 Q2	712	\$1,532,804	\$710,000	0.00%
2022 Q3	640	\$1,436,991	\$683,000	-3.80%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Santa Barbara County Recorder

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/19/2022 By MV

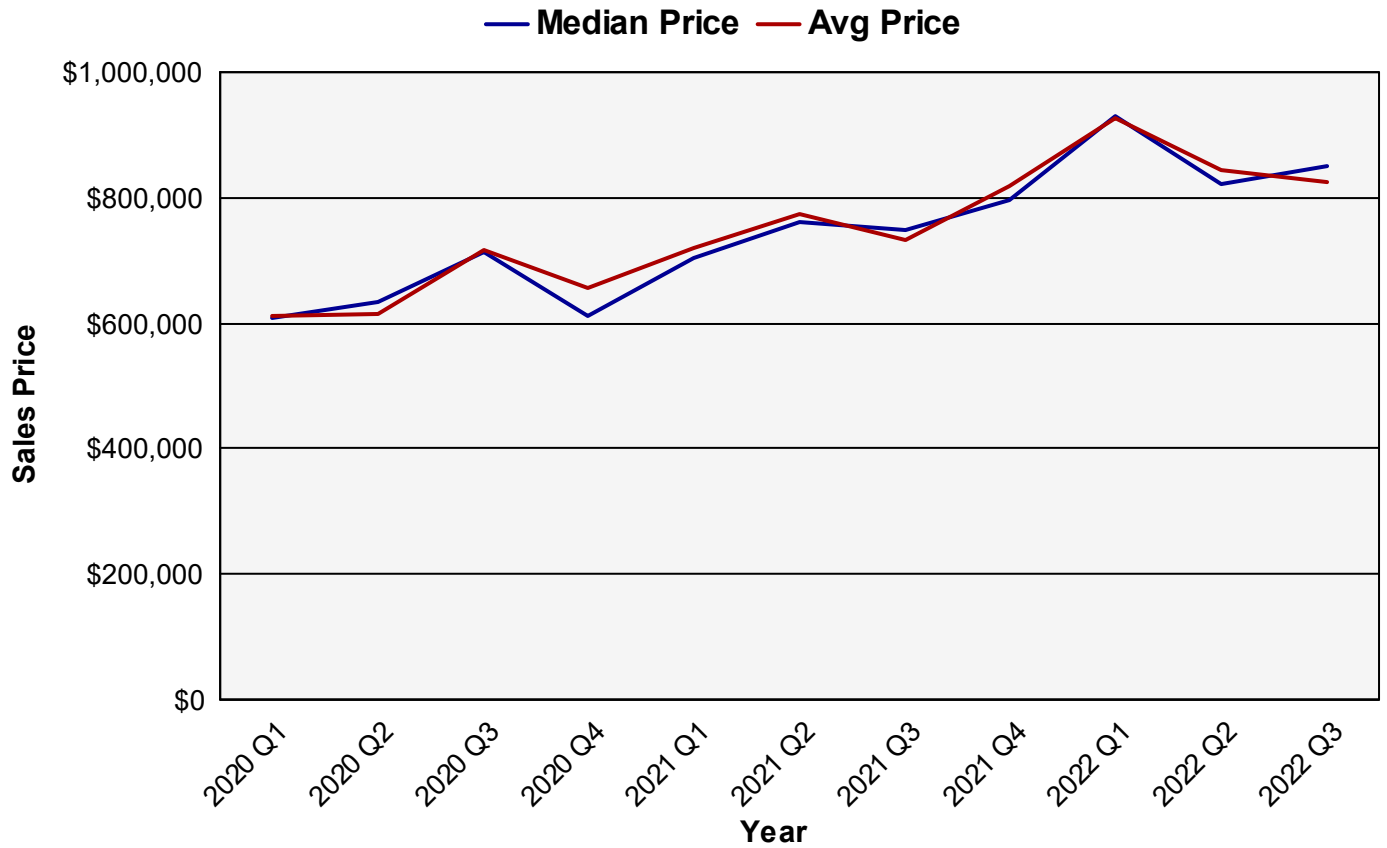


# THE CITY OF BUELLTON

## SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	11	\$610,682	\$609,000	
2020 Q2	9	\$615,556	\$635,000	4.27%
2020 Q3	18	\$716,797	\$713,000	12.28%
2020 Q4	10	\$657,400	\$612,000	-14.17%
2021 Q1	9	\$720,611	\$702,500	14.79%
2021 Q2	14	\$772,964	\$760,500	8.26%
2021 Q3	14	\$732,143	\$747,000	-1.78%
2021 Q4	14	\$818,750	\$796,750	6.66%
2022 Q1	14	\$926,250	\$929,750	16.69%
2022 Q2	10	\$844,150	\$823,250	-11.45%
2022 Q3	13	\$824,115	\$850,000	3.25%



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Data Source: Santa Barbara County Recorder

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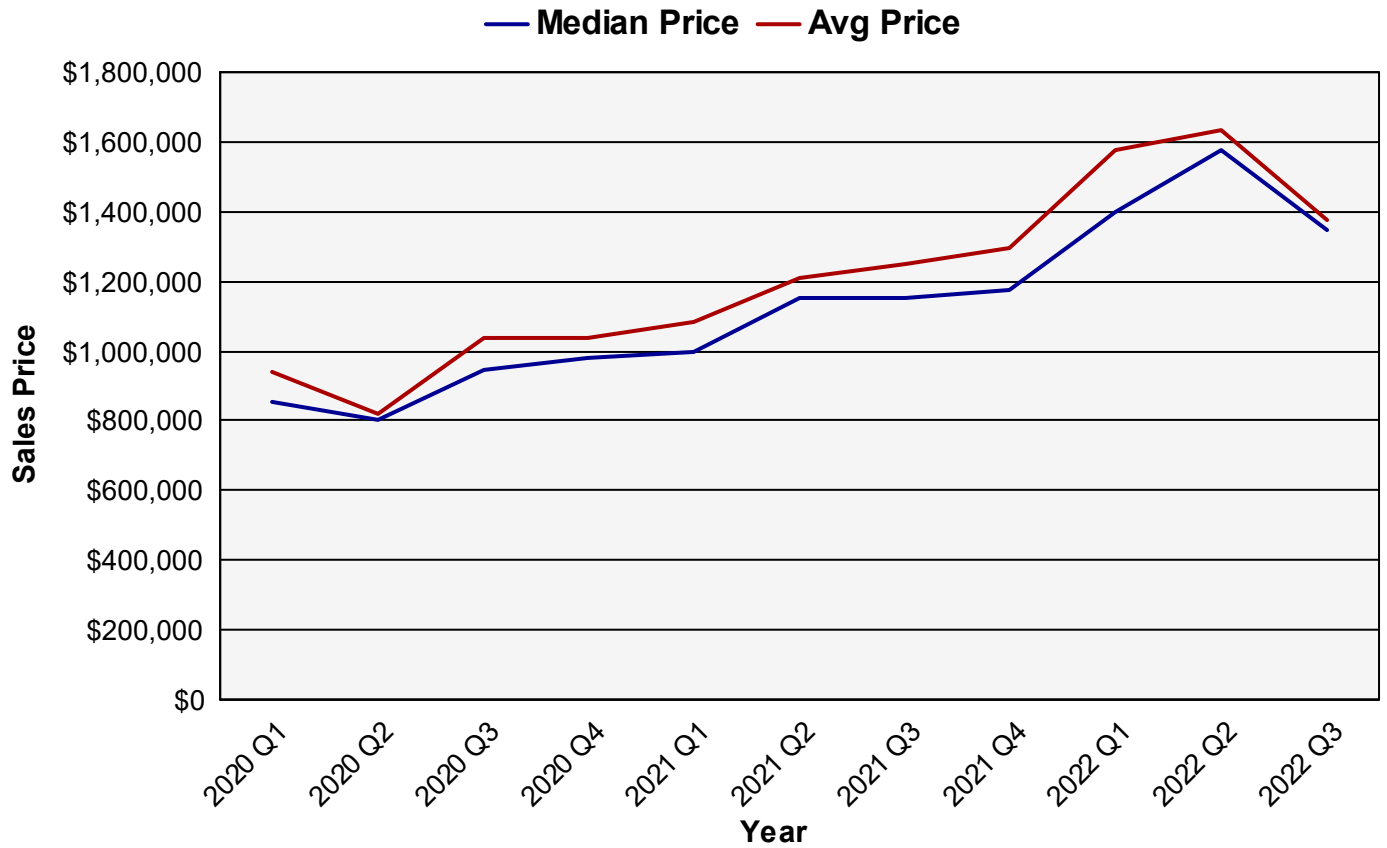


# THE CITY OF GOLETA

## SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	28	\$939,696	\$852,500	
2020 Q2	27	\$820,167	\$805,000	-5.57%
2020 Q3	36	\$1,035,125	\$944,750	17.36%
2020 Q4	46	\$1,038,228	\$979,000	3.63%
2021 Q1	41	\$1,082,171	\$1,000,000	2.15%
2021 Q2	44	\$1,210,784	\$1,150,000	15.00%
2021 Q3	57	\$1,250,789	\$1,154,000	0.35%
2021 Q4	36	\$1,296,597	\$1,177,500	2.04%
2022 Q1	45	\$1,578,767	\$1,400,000	18.90%
2022 Q2	31	\$1,631,919	\$1,575,000	12.50%
2022 Q3	27	\$1,374,241	\$1,350,000	-14.29%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Santa Barbara County Recorder

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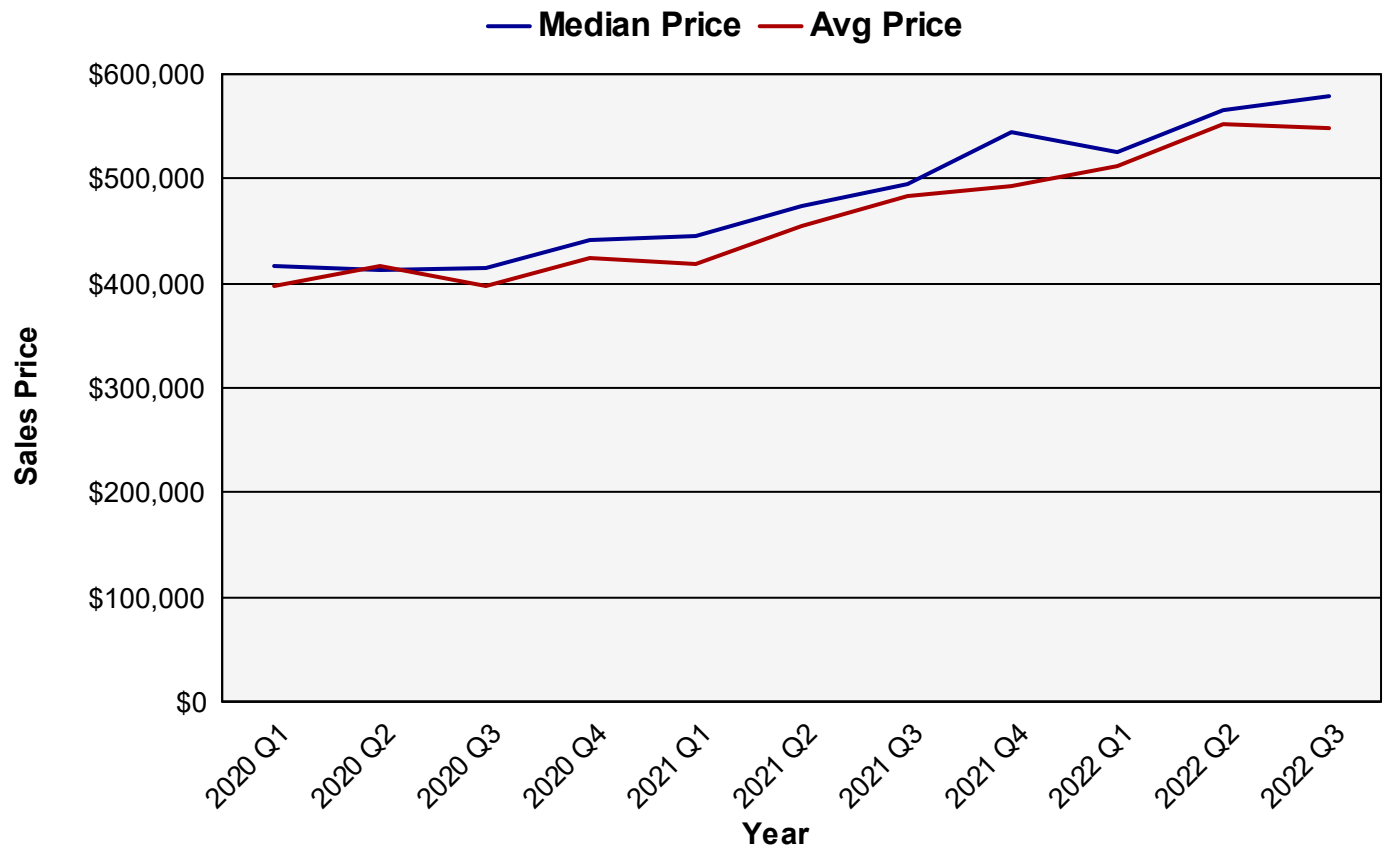


# THE CITY OF GUADALUPE

## SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	30	\$396,567	\$416,250	
2020 Q2	28	\$416,982	\$413,250	-0.72%
2020 Q3	38	\$397,382	\$415,500	0.54%
2020 Q4	16	\$424,531	\$442,000	6.38%
2021 Q1	34	\$418,802	\$445,250	0.74%
2021 Q2	28	\$454,446	\$473,500	6.34%
2021 Q3	17	\$483,088	\$495,000	4.54%
2021 Q4	13	\$492,615	\$545,000	10.10%
2022 Q1	39	\$512,033	\$526,000	-3.49%
2022 Q2	31	\$551,581	\$565,000	7.41%
2022 Q3	33	\$547,904	\$578,500	2.39%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Santa Barbara County Recorder

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# THE CITY OF LOMPOC SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	75	\$354,327	\$360,000	
2020 Q2	73	\$391,425	\$385,000	6.94%
2020 Q3	91	\$399,604	\$395,000	2.60%
2020 Q4	63	\$407,246	\$406,500	2.91%
2021 Q1	80	\$421,213	\$415,000	2.09%
2021 Q2	92	\$457,815	\$462,500	11.45%
2021 Q3	101	\$458,861	\$470,000	1.62%
2021 Q4	93	\$482,000	\$475,000	1.06%
2022 Q1	83	\$540,898	\$530,000	11.58%
2022 Q2	75	\$627,850	\$535,000	0.94%
2022 Q3	71	\$496,486	\$509,000	-4.86%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Santa Barbara County Recorder

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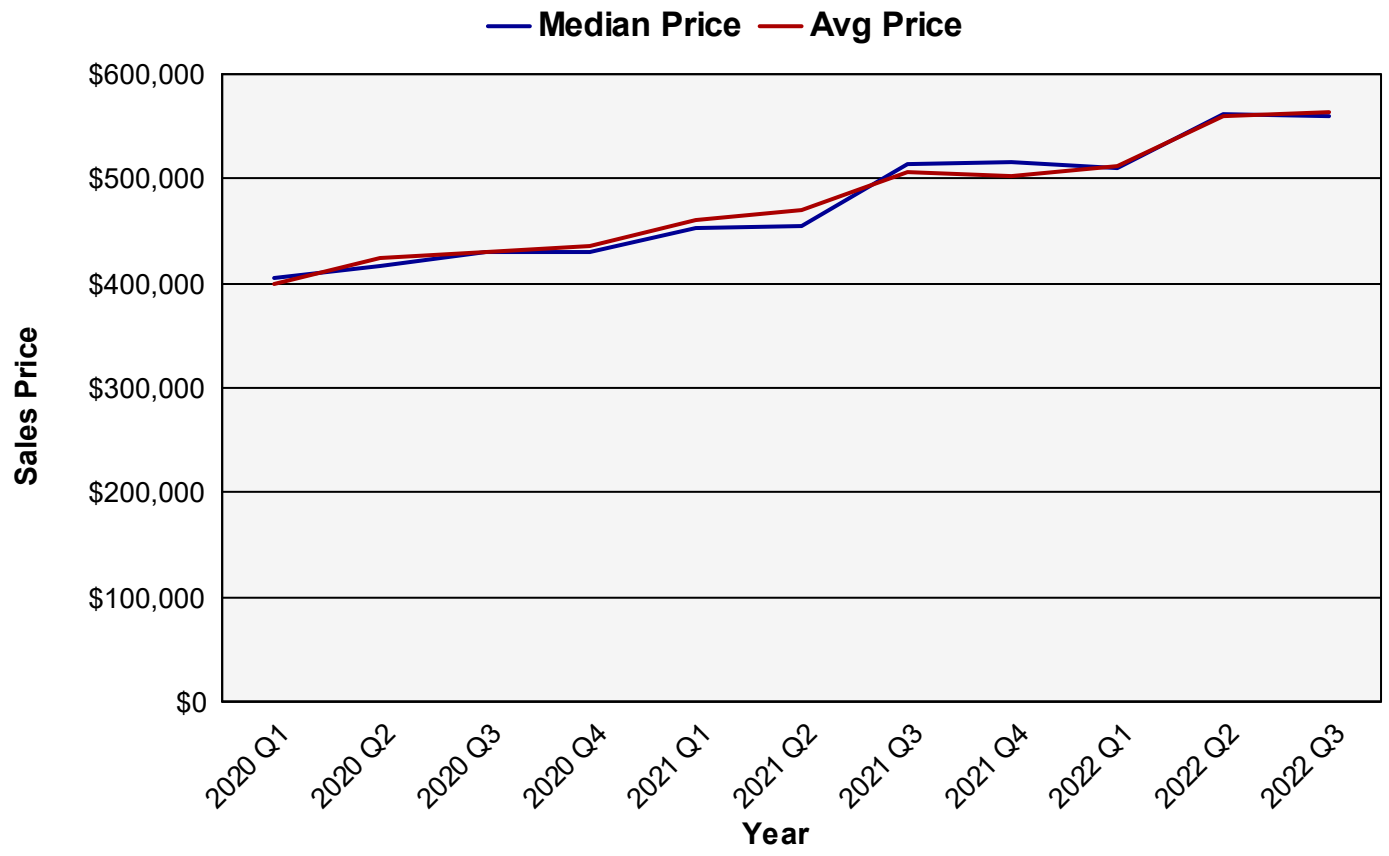


# THE CITY OF SANTA MARIA

## SALES VALUE HISTORY

Detached Single Family Residential Full Value Sales (01/01/2020 - 9/30/2022)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2020 Q1	147	\$399,848	\$405,000	
2020 Q2	119	\$425,038	\$417,000	2.96%
2020 Q3	173	\$429,968	\$430,000	3.12%
2020 Q4	196	\$434,812	\$430,000	0.00%
2021 Q1	154	\$459,721	\$453,250	5.41%
2021 Q2	189	\$470,037	\$455,000	0.39%
2021 Q3	203	\$506,227	\$514,000	12.97%
2021 Q4	172	\$502,878	\$515,000	0.19%
2022 Q1	135	\$511,781	\$510,000	-0.97%
2022 Q2	150	\$559,400	\$562,500	10.29%
2022 Q3	142	\$563,523	\$559,500	-0.53%



\*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Santa Barbara County Recorder

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## DIRECTOR OF PUBLIC SAFETY REPORT

### 333 Guadalupe St

Total Fence length (333-363) = 430 feet

Total fence length on 333 Guadalupe st parcel = 250 feet

Total Fence length on 363 Guadalupe St parcel = 180 feet.



The fence at 333 and 363 Guadalupe St is in overall good shape; some maintenance is needed to comply with section 18.52.125 Wall and fence maintenance and enforcement. Section 18.52.125 Requires the property owners to repair the fence to its original condition. As this fence was built and established before the adoption of GMC 18.52.122 the requirement for privacy fencing cannot be enforced based on section 18.52.125 Wall and Fence maintenance. However, As the applicant is applying for a required

Zoning Clearance for the new use of the space, Section 18.52.122 Walls and fences required do apply. Section 18.52.122 states That:

“In all zoning districts, a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:”

Additionally, subsection C of the code stated that:

“C. Commercial and Industrial Projects. A perimeter fence and/or wall may be required for all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.”

Based on these findings, the city may require upgrading the fence to include barriers to mitigate adverse visual/aesthetic impacts. Additionally, as the area requested for use encompasses both lots 333 and 363, it would be recommended to require that both sections of the fence are upgraded.

City Council has the option to enforce the standard at this time but is not required to do so as the language states “may be required.” The Specific type, size, location, and material of the fence are to be determined at the time of application review. If the City Council decides not to enforce the code at this time, the opportunity to implement this code will not be available until the next time an application for zoning clearance is submitted. Section 18.52.125 Wall and fence maintenance and enforcement will only require that the fence is maintained and repaired to its original condition.



View from West to East (Fence structure is in generally good shape. Repair of fence bindings, straightening of fence poles, and remounting of pole bracket is required.)





View from South to North (Fence structure is in generally good shape. Repair of fence bindings, straightening of fence poles, tightening of the fence, and weed abatement required.)



View from west to East (Fence structure is in generally good shape. Vehicles blocking alley access to 333 Guadalupe St at the gate located 200 feet from the Southwest corner of the lot. (Removal of obstructions and Knox padlocks would need to be added)



View from South to North (Fence structure is in generally good shape.)



View from South to North (Fence structure is in generally good shape. The fence barbwire is damaged approximately 60 feet from the Southwest corner of the lot. The area of barbwire needing repair is approximately 44 feet in length.)





View from South to North (Southwest corner of the property at 333 Guadalupe St. Fence structure is in generally good shape. The gate and the initial 15 feet of the fence have leaned inward. Straightening of poles and Weed Abatement on the fence line is required.)

## **City of Guadalupe Municipal Code**

**18.52.122 Walls and fences required.**

In all zoning districts a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:

C. **Commercial and Industrial Projects.** A perimeter fence and/or wall may be required for *all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.*

**18.52.123 Design.**

All fences, walls and retaining walls constructed within the City shall abide by the design standards of this title.

Fencing shall be incorporated into developments in a manner which complements the project’s architecture and blends with perimeter landscaping. **Fences shall not detract from neighboring properties** and long expanses of fence or wall surfaces shall be architecturally designed to prevent monotony

**18.52.125 Wall and fence maintenance and enforcement.**

It is hereby declared a **public nuisance**, subject to the penalties of Section [18.84.030](#), for any person owning, leasing or having charge of any premises in the City, to maintain such premises in which any of the following conditions are found to exist:

A. A fence or wall in which over 5% of the material is missing or in disrepair.

B. A fence or wall which is not repaired within 30 days after receiving a notice from the Zoning Administrator, due to any of the following conditions: fence or wall material which is bowing, chipping, bending, or breaking, and/or a wall or fence with graffiti on it or with paint that is peeling or chipping and which is not repaired within 30 days. (Ord. 88-285 §2; Ord. 87-276)

### **18.40.050 Materials and equipment storage areas.**

All equipment and materials storage areas shall be screened by a solid fence, wall or screen planting not less than 6 feet in height. (Ord. 189 Art. 3 §7.4, 1980)

## **Chapter 18.52 DESIGN AND DEVELOPMENT REQUIREMENTS**

### **18.52.120 Walls and fences—Restrictions in all districts.**



Fences, walls, and retaining walls in all zoning districts shall be designed and regulated in accordance with appropriate chapters and sections of the Uniform Building Code and this code. (Ord. 87-276)

### **18.52.121 Height requirements.**

A. In all districts, fences and walls over 6 feet in height shall not be constructed within any yard setbacks required by Sections 18.52.040 through 18.52.080 inclusive of this chapter. Any wall or fence over 6 feet in height regardless of where located shall be deemed a structure and shall be subject to all regulations requiring issuing of a building permit or a zoning permit as required under the provisions of Sections 18.12.010 and 18.12.020 of this title.

B. In all R-1, R-1-M, R-2, and R-3 districts, a wall, fence or hedge shall not be constructed or allowed to grow over 3 feet in height within the front yard setback of any lot as required by Sections 18.52.040 through 18.52.080, inclusive of this chapter and Section 18.24.070 of this title except for the purpose of providing a screen for a trash enclosure.

C. Corner Lots. In all R-1, R-1-M, R-2 and R-3 districts, no fence, hedge or screen wall shall be permitted to exist in excess of 3 feet in height within 60 feet of the street corner measured from the edge of the pavement; or which otherwise impairs the vision of a driver of a vehicle approaching the intersection within said 60 feet. The City Building Official shall have discretion to further limit the height of the fence, hedge or screen wall to prevent such impairment of vision.

D. Non-Corner Lots. In all R-1, R-1-M, R-2 and R-3 districts, a fence, hedge or screen wall may be permitted to exist to a maximum height of 4 feet if the plant and/or construction material is of a nature to permit visibility through the same by vehicular traffic on the adjacent roadway. Solid fences, hedges and screen walls higher than 3 feet shall not be permitted. The City Building Official may impose reasonable maintenance conditions on any permit to construct a fence, hedge or screen wall to assure that adequate visibility is continuously maintained. (Ord. 2000-348 §1; Ord. 87-276)

### **18.52.122 Walls and fences required.**

In all zoning districts a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:

A. Subdivisions (Parcel and Tract Maps). All subdivisions may be required, as a condition of approval, to construct either a masonry, pre-cast, cast-in-place, or brick wall 6 feet in height along the exterior rear and side yard boundaries of the project. The fencing material may be reviewed by the Planning Commission and approved by the City Council. Walls for the project, if phased, may be constructed as part of the first phase of the project.

B. Multifamily Projects. All multifamily projects with 6 or more units shall be required, prior to the issuance of a certificate of occupancy and/or business license, to construct a wall along the rear and the side yard boundaries of the development. The purpose of the wall is to mitigate adverse noise and land use impacts. Therefore, the wall, the height of which shall be determined by the Zoning Administrator, Planning Commission or City Council, depending upon the required level of processing, shall be constructed from the following materials: masonry, pre-cast, cast-in-place, or brick. A front wall may also be required for screening purposes.

C. Commercial and Industrial Projects. A perimeter fence and/or wall may be required for all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.

D. Trash and Refuse Collection Areas. All refuse areas within all commercial, industrial and manufacturing zones, and all multifamily projects with 6 or more units shall be screened on 3 sides with a 6-foot high masonry wall. The material shall be finished to match the architectural character of the development project. Multifamily projects with 5 or less units shall provide fencing on 3 sides, the material shall be determined by the Zoning Administrator, Planning Commission, or City Council depending on the level of processing required for the project.

E. Parking Lots in Conjunction with Commercial, Industrial, Manufacturing or Residential Development. When a parking lot is proposed in conjunction with a multifamily residential, commercial, industrial or manufacturing project, the parking lot shall be screened from view with a wall, fence, berm or combination thereof as approved by the City Council, Planning Commission or Zoning Administrator. (Ord. 92-312 §1; Ord. 87-276)

### **18.52.123 Design.**

All fences, walls and retaining walls constructed within the City shall abide by the design standards of this title. Fencing shall be incorporated into developments in a manner which complements the project's architecture and blends with perimeter landscaping. Fences shall not detract from neighboring properties and long expanses of

fence or wall surfaces shall be architecturally designed to prevent monotony. (Ord. 88-285 §1; Ord. 87-276)

### **18.52.124 Fence and wall heights.**

Fence and wall heights shall be measured at grade. In the event that there is a change in topography between adjoining lots, a fence may be constructed up to 6 feet in height at the property line. (Ord. 87-276)

### **18.52.125 Wall and fence maintenance and enforcement.**

It is hereby declared a public nuisance, subject to the penalties of Section 18.84.030, for any person owning, leasing or having charge of any premises in the City, to maintain such premises in which any of the following conditions are found to exist:

- A. A fence or wall in which over 5% of the material is missing or in disrepair.
- B. A fence or wall which is not repaired within 30 days after receiving a notice from the Zoning Administrator, due to any of the following conditions: fence or wall material which is bowing, chipping, bending, or breaking, and/or a wall or fence with graffiti on it or with paint that is peeling or chipping and which is not repaired within 30 days. (Ord. 88-285 §2; Ord. 87-276)



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

Bill Scott

Todd Bodem

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**Prepared by:**  
**Bill Scott, Contract City Planner**

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

**SUBJECT:** Public Hearing to consider a Notice of Exemption, Conditional Use Permit (2022-027-CUP) and Design Review (2022-030-DR), for to allow a high-density residential project consisting of 27 apartment units on the westerly portion of the 0.70-acre property at 823 Guadalupe Street (Assessor's Parcel Numbers (115-112-003). The project is proposed pursuant to state Government Code Section 65915 (Density Bonus Law).

**EXECUTIVE SUMMARY:**

The applicant is requesting City Council approval of a notice of exemption (from CEQA), conditional use permit (CUP) and Design Review (DR) to allow a high-density residential project consisting of a total of 27 apartment units on 0.70-acres. The applicant has applied Government Code 65915 (California Density Bonus Law) to increase the allowable density to 38.6 units per acre. Twenty-four market-rate apartments would be contained in a new three-story building; and three affordable apartments would be established on the second floor above the commercial space in the existing mixed-use building at 823-829 Guadalupe Street. The property is in the G-C (General Commercial) zoning district. Municipal Code Section 18.36.30 (A) specifies wholly residential buildings requires approval of a conditional use permit in the G-G (General Commercial) zone. Municipal Code Section 18.73.010 also requires a Design Review for new multifamily residential developments exceeding 3 units; and, Section 18.73.030 states a Design Review Permit is required for any development on properties in the City's Central Business District, particularly on properties fronting along Guadalupe Street. A Categorical Exemption was prepared for the project in accordance with State CEQA Guidelines.

**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Receive a presentation from staff;
- 2) Conduct a public hearing, including: a) an opportunity for the applicant to present the proposed project, and b) receive any comments from the public; and
- 3) Adopt Resolution No. 2022-97 approving the Notice of Exemption, Conditional Use Permit 2022-027-CUP, and Design Review 2022-030-DR for the 823 Guadalupe Street Apartment project.

## **BACKGROUND:**

As stated above, the applicant is requesting City Council approval of a conditional use permit (CUP) and Design Review (DR) to allow a high-density residential project, consisting of twenty-seven total units on 0.70-acres. An increase in residential density has been proposed under the state Government Code 95915 (Density Bonus Law). In accordance with the Density Bonus Law, a developer is provided an increase in the allowable residential density if a residential development contains a specified percentage of affordable housing units. In this case, the developer is providing fifteen percent (15%) of the base number of apartments (three [3] apartments) for very-low-income households. In addition to an increase in density, the applicant is allowed certain development incentives or concessions under the density bonus law.

### **Project Description**

The 0.70-acre property is in Downtown Guadalupe on the northerly side of Eighth Street; and is bounded by Guadalupe Street on the east and Pioneer Street on the west. An existing two-story building (823-829 Guadalupe Street) is facing Guadalupe Street at the front of the property on the east side. The rear (westerly) portion of the property is currently unimproved land (Attachment 2 – Aerial Vicinity Map). As noted, twenty-four apartments would be contained in a new three-story building located directly behind the existing building. There would be eight apartment units on each floor of the new building. Three affordable apartments would be constructed in the second-floor portion of the existing building. The ground floor of the front building would continue to contain retail space.

The apartment units in the new building would be one- and two-bedroom units. The renovated second floor in the existing building would contain one three-bedroom unit and two four-bedroom apartments. As permitted by the Density Bonus law, the project is proposing half of the parking spaces that typically would be required (a total of twenty-seven parking spaces). The 27 parking spaces are proposed to accommodate the parking needs of both buildings. An analysis of the development proposal is provided in the Discussion Section below.

## **DISCUSSION:**

### **Density Bonus Law:**

California Government Code Section 65915 (the Density Bonus Law) was substantively amended in 2019 by Assembly Bill 1763. AB1763 added new affordability categories and substantially increased allowable density. As well, AB1763 substantially relaxed the parking requirements for qualified housing projects. Thus, as applicable the project has been evaluated for conformance with the state Density Bonus law as described below:

### **R-3 Zone, Development Standards:**

For residential projects on properties in the G-C (General Commercial) zone, the Planning Department applies the standards of the R-3 (High Density) residential zoning district. The R-3 development standards establish allowable, density, building setback, and building height requirements. The applicant has applied the Density Bonus law waive the City's maximum allowable density, building setback and parking standard as follows:

**Project Density:** The Government Code Section, 65915(3)f) states: *for the purposes of this chapter “Density Bonus” means a density increase over the otherwise maximum allowable gross residential density as of the date of the application...*

Municipal Code Section 18.32.020(A) specifies: *a maximum of one (1) dwelling unit for each 1,700 square-feet of lot area.* At one unit per 1,700 square-feet, the maximum number of units allowed on the 0.70-acre (30,678 square-foot) lot, would be nineteen (19) apartments (rounded).

The applicant is proposing three of the units (15%) for very low-income households. For a project proposing fifteen percent of the units for very low-income households, the Table contained in Government Code Section 65915(f)(2) allows a fifty percent (50%) Density Bonus (Attachment 3). Based on a fifty-percent increase, an additional 9.5 units (ten rounded) would be allowed. Therefore, up to twenty-nine (29) apartments is allowed under the Density Bonus law. The applicant is proposing twenty-seven apartment units.

As noted, all fractions are rounded up. Under Government Code Section 65915 (9)(q): *Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.*

**Incentives and Concessions:** In addition to an increase in density, Government Code Section (d)(1)(2)(C) provides: *Three (3) incentives or concessions for projects that include... at least 15 percent (of the units) for very low-income households...*

The applicant is using the following three (3) development incentives or concessions made available by the density bonus law: 1) a building setback reduction; 2) a substantial parking reduction; and 3) removal of the City’s covered parking requirement.

*Setback Reduction:* The project site could be considered to have two frontages. However, based on the design of the project, the west (Pioneer Street) side of the project is considered the rear. The Municipal Code specifies a fifteen-foot rear-yard setback; however, the project has applied one density bonus concession to reduce the west-site setback to one (1) foot. The Building Official has concurred that no safety impact would result from this setback reduction. However, the reduced setback will place the large building mass in direct proximity to the public street. A 15 foot wide parkway will be dedicated to the City. The park strip will include a segment of sidewalk and olive trees are proposed in the parkway. To some degree the parkway will establish a “yard” between the building and the public street, and the tree plantings will serve to break up building mass at the Pioneer Street frontage.

*Parking Reduction:* Under the City’s zoning code parking standard, a total of fifty-four (54) parking spaces (2 per unit), would normally be required. Instead, the applicant has used the density bonus law to provide a total of twenty-seven (27) off-street parking spaces. Thus, half the parking spaces normally required for the residential component is provided. Furthermore, the twenty-seven spaces are proposed to accommodate the parking needs for both buildings on the property. Based on this substantial parking reduction, some degree of on-street parking by residents and their guests can be anticipated. The Government Code statutes which establish parking incentives and concessions are provided in Attachment 3.

*Covered Parking Reduction:* The Municipal Code specifies at least one covered parking space (typically a carport) be provided for each apartment unit, or a total of twenty-seven carports would normally be required. The applicant has applied the third concession to eliminate any covered parking.

Government Code Compliance:

In accordance with the state density bonus law, Guadalupe Municipal Code (GMC) Chapter 18.54 establishes corresponding regulations. GMC Section 18.54.080(B) establishes the procedural steps necessary if the City determines a requested incentive or concession would result in an adverse impact. This Code section specifies the City must make a written finding, based on substantial evidence, that a requested incentive or concession would: a) not be required to provide the desired affordable housing, or; b) the incentive or concession would be detrimental to the immediate community; or c) that the proposed incentive or concession would violate state or federal law. This Code section specifically states:

*The City shall grant incentive(s) or concession(s) requested by the applicant unless the City can make a written finding, based upon the substantial evidence, of any of the following:*

- 1. The incentive or concession is not required in order to provide for affordable housing costs or affordable rents.*
- 2. The incentive or concession would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the California 18.44.080(B), upon public health and safety or physical environment or any real property that is listed in the California Register of Historical Resources and for which the City determines there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*
- 3. The incentive or concession would be contrary to State or Federal law.*

Planning staff is of the opinion that these findings cannot be made based upon substantial evidence. If the City Council believes otherwise, it should provide direction to staff, and staff will review its initial determination based upon this direction. Accordingly, if this is the preference of the Council, the Council should continue this item to a future meeting (on a date certain).

**Density Bonus Agreement:** As noted, City of Guadalupe Municipal Code Chapter 18.54 (Density Bonus) is the City's Ordinance which provides corresponding regulations to Government Code 65915. Under the provisions of GMC section 18.54.100, the applicant shall execute a Density Bonus Agreement with the City. The Density Bonus Agreement will set the duration for maintaining the affordable component of the project, as well as any other requirements deemed to be appropriate by the City. The density bonus agreement will be binding on the owner and successors and will secure the specific terms of the Density Bonus Agreement.

Density Bonus Summary:

As described above, under the density bonus law the applicant is allowed up to twenty-nine (29) apartment units, at a density of 38.6-units per acre. The project has proposed twenty-seven (27) apartments, including three (3) apartments for very low-income households. The three concessions

requested are a) a setback reduction on the south side of the building; b) a substantial parking reduction from fifty-four parking spaces to twenty-seven (27) off-street parking spaces; and 3) elimination of the covered parking requirement. The twenty-seven apartment units and three incentives/concessions are found by staff to be consistent with the Density Bonus Law (Government Code Section 65915). On-street parking can be anticipated. Excerpts of applied density bonus statutes are provided as Attachment 3 for reference.

## OTHER PROJECT COMPONENTS

### New Apartment Building

#### Building Height

*Required:* As noted, the R-3 (High Density Residential) development standard is applied for multi-family development projects in the G-C (General Commercial) zone. Municipal Code Section 18.52.020 (Building Height) specifies: *In R-3 district, the height of a building or structure shall not exceed 2 stories, or a height of 35 feet.*

*Provided:* The new apartment building is thirty-five feet (35') at the top of the parapet. Although the building contains three-stories, the thirty-five foot tall building height is found to meet the maximum height standard established by Municipal Code Section 18.52.020. Furthermore, the thirty-five foot building height is lower than the fifty-foot building height otherwise allowed under the G-G (General Commercial) zoning standard.

#### Usable Open Space

Municipal Code Section 12.52.090 (Private Usable Open Space) specifies: *Private usable open space shall be provided for all newly constructed multifamily dwelling units. Such space shall be located next to and accessible by a door from the dwelling unit served.*

*Ground-Level, Required:* Municipal Code Section 18.52.100 specifies multi-family developments shall have a ground-level open space of not less than 100 square feet, with a dimension of no less than 8 feet.

*Ground-Level, Provided:* Each of the eight ground-level units is provided a private yard. The private yards are accessible from the living/kitchen areas; and range in size from 136 square-feet to 212 square-feet. The ground-level open space dimensions range from a minimum of 8.5 feet by 25 feet, to 8.5 feet by 25 feet. The project meets the minimum size standard established for multi-family residential projects.

*Above-ground-level, Required:* Municipal Code Section 12.52.110 specifies: Above-ground open space shall be accessible only from the unit being served, contain not less than 50 square feet, and a rectangle inscribed within that space shall have no dimension less than 5 feet.

*Above-Ground-Level, Provided:* Each upper floor unit is provided a deck. The deck is accessed only from the unit living area and the decks range from 54 square-feet to 110 square-feet. The dimension of the upper floor balconies range from 54 feet to 110 feet. Each of the units is accessed only through the living room/kitchen portion of the unit. The Municipal Code private open space standard is met by the project.



Open Space - Existing Building Units: For the three apartments in the second-floor portion of the existing building, the fully enclosed nature of the existing building does not provide for a directly connected balcony or deck. Instead, a yard approximately 8,200 square feet, in size yard is provided at the base of the stairway leading to the apartment second-floor apartment unit in the front building. This open space area is appropriately landscaped and includes a seating area. The open space areas are adequate to meet the private yard needs of future tenants and meet the Municipal Code open space standards.

Landscape:

*Required:* Municipal Code Section 18.62.024 (A) (Landscape Coverage) specifies: *Not less than 10% of a parcel shall be covered with dense landscaping that consists of trees, plants and shrubs and may include fencing, fence panels, masonry, and other structural decorative items.*

*Provided:* Over eleven percent (11%) percent landscape coverage (4,100 square-foot) is provided. Landscaped areas include a mixture of palms and shade trees along the southerly site perimeter; a variety of trees and shrubs within the internal portions of the site; including the south side of the apartment building and within the larger common open space/seating area. A row of shrubs is provided along three-foot wide side-yard on the north and two shade trees are provided in the parkway on the Pioneer Street frontage. Based on the above, the project meets the landscape Municipal Code standards for the provision of landscaping. As specified by Municipal Code Section 18.64.120 all required landscaping shall be maintained by the owner in good condition for the life of the project.

Driveway/Circulation:

A sixteen-foot wide one-way driveway with angled parking is provided. The driveway is entered from Guadalupe Street, and exits onto Pioneer Street. Instead of standard curbing, a rolled curb is provided to ensure adequate emergency vehicle with can be achieved.

Design Review:

Municipal Code Section 18.73.010(A) (Applicability) specifies: *A Design Review Permit is required for any development, including either or both structural development and grading, on properties in the City's Central Business District (as defined in the General Plan) or on properties with frontage along Guadalupe Street or Main Street...*

In this case, since the CUP has covered most of the project's regulatory conformance issues, the main design review consideration is the visual appearance of the project in this Downtown City location; particularly the appearance of the two-story building fronting Guadalupe Street. As a part of the project, the façade of the building will be renovated as necessary to repair worn and damaged exterior features and an overall clean-up of the building exterior will be completed by the owner.

Conclusion:

In summary, the project meets the Government Code provisions for a density bonus and incentives and concessions. On-street parking can be anticipated as result of the parking concession. On the other hand, the additional dwelling units can be anticipated to provide additional patronage for the businesses and restaurants in the City's Downtown. Furthermore, the development would revitalize an infill property in the urbanized portion of the City where public infrastructure, services and transit facilities are already in

place. Thus, the project would support Economic and Environmental sustainability goals of the General Plan.

**CEQA Review**

The current project was evaluated for consistency with CEQA and a Categorical Exemption (Class 32) was prepared for the project. This section is used when a project is considered an “infill” development. To utilize this exemption, the project must be consistent with applicable General Plan policies (see discussion above), the project is within the City limits and is not more than five acres in size, the site has no value for habitat for rare, endangered or threatened species, the project will not have any significant effects relating to traffic, noise, air quality, or water quality, and finally the site can be adequately served by all required utilities and public services. Since the project met all these criteria, the Class 32 exemption is appropriate.

**PUBLIC NOTICE:**

Staff published the required Public Hearing Notice in a newspaper of general circulation on Friday, October 28, 2022. Copies of the Public Hearing Notice were also mailed to property owners and occupants within a 300-foot radius of the subject property.

**FISCAL IMPACTS:**

Fiscal impacts are anticipated to be negligible. As noted, the project consists of a minor interior renovation and associated parking expansion with carports. The project is an infill project located in an established neighborhood where City infrastructure and services are already provided. The project developer will install public street frontage improvements as specified by the City Engineer.

**ATTACHMENTS:**

1. Resolution No. 2022-97, including CEQA Notice of Exemption (Exhibit 1), Approval Findings (Exhibit 2), and Conditions of Approval (Exhibit 3).
2. Aerial Vicinity Map
3. Excerpts from Government Code 65915
4. Driveway Curb Specifications
5. Project Plans

RESOLUTION NO. 2022-97

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION (FROM CEQA), A CONDITIONAL USE PERMIT AND A DESIGN REVIEW TO ALLOW A 27-UNIT HIGH-DENSITY APARTMENT PROJECT ON A 0.70-ACRE PROPERTY AT 823-829 GUADALUPE STREET IN THE CITY OF GUADALUPE, APN 115-112-003**

**WHEREAS**, Mr. Patrick Kimbell, representing Otay Properties, LLC (the Applicant) submitted an application for a Conditional Use Permit and a Design Review to allow the *823 Guadalupe Street Apartment* project, a high-density residential development consisting of 27 apartment units on a 0.70-acre property; and

**WHEREAS**, the property is located in the G-C (General Commercial) zoning district within the boundaries of the City's Downtown Central Business District; and

**WHEREAS**, Municipal Code Section 18.36.030(A) specifies conditional use permit approval is required to allow a multi-family residential development in the G-C (General Commercial) zone; and Municipal Code Section 18.73.010(A) requires a Design Review approval for apartment projects in the City's Central Business District; and

**WHEREAS**, the project is proposed pursuant to Government Code 65915, as amended; which permits certain high density residential development proposals that exceed the maximum allowable densities established by a local government's General Plan; and provides for development incentives and concessions to waive or modify certain local development standards: and

**WHEREAS**, pursuant to Government Code Section 65915, and its applicable subsections the applicant has proposed to provide three apartments for very low-income households in exchange for a project consisting of 27 total units at a residential density of 38.6 units per acre and a reduction in parking and setback standards; and

**WHEREAS**, the application was analyzed for conformance to Government Code Section 65915 and deemed complete for processing on August 28, 2022; and furthermore, staff has analyzed the project for consistency with applicable Goals and Policies of the 2002 General Plan as well as applicable sections of the Guadalupe Zoning Ordinance; and

**WHEREAS**, the City Council held a duly-noticed public hearing on November 8, 2022, at which time all interested persons were given the opportunity to be heard; and

**WHEREAS**, notice of said hearing was published in the Santa Maria Times at least 10 days prior to the public hearing and was mailed to all property owners within 300 feet of said property; and

**WHEREAS**, after taking public testimony and hearing evidence from City staff, the City Council finds, pursuant to the Notice of Exemption, Exhibit 1, Findings Exhibit 2 and subject to the project's Conditions of Approval Exhibit 3, all attached to this resolution, that the approval of the

Design Review Permit, is consistent with the City’s General Plan, applicable Articles of the City’s Municipal Code, and including findings pursuant to the California Environmental Quality Act; and

**WHEREAS**, the City Council has considered the entire administrative record, including application materials, staff report, the California Environmental Quality Act Notice of Exemption, and oral and written testimony from interested persons.

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

**SECTION 1:** The City Council hereby approves the Notice of Exemption (Exhibit 1), Conditional Use Permit 2022-027-CUP and Design Review 2022-030-DR (with conditions) to allow construction of 27 apartments (including three apartments for very low-income households) on property located at 823-829 Guadalupe Street, APN 115-112-003.

**SECTION 2.** 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.

**SECTION 3.** The City Clerk shall certify as to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of November 2022 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-97**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

---

Philip Sinco, City Attorney

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

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

Project Title: 823 Guadalupe Street

Project Applicant: Patrick Kimbell

Project Location-Specific: 823-829 Guadalupe Street, Guadalupe, CA 93434

Project Location-City: Guadalupe

Project Location-County: Santa Barbara County

**Description of Nature, Purpose, and Beneficiaries of Project:**

The project is proposed in accordance with Government Code Section 65915 (Density Bonus Law) and includes a Conditional Use Permit and a Design Review Permit, to construct a new three-story 24-unit apartment building on the rear portion of a 0.70-acre site; and renovation of the upper floor of an existing two-story mixed-use building at the front of the property. The second-floor renovation would establish three apartments for very low-income households. The ground-floor would continue to contain established retail commercial uses. The project is anticipated to benefit future residents by providing housing opportunities in close proximity to goods, services, and transportation facilities in the City’s Downtown Core; and the project is anticipated to provide incremental support to the City’s Downtown by increasing market demand in the City’s Downtown. The infill project on a small partially developed site meets all requirements of the Class 32 CEQA Exemption.

Name of Public Agency Approving Project: Guadalupe City Council

Name of Person or Agency Carrying Out Project: City of Guadalupe

Exempt Status: (check one)

- Ministerial (Sec. 15268);
- Declared Emergency (Sec. 15269(a));
- Emergency Project (Sec. 15269(b)(c));
- XX** Categorical Exemption. State type and section number: Class 32 (Section 15332)  
General Exemption (Section 15061(b)(3))

**Reasons why project is exempt:**

This proposed project is located in an urbanized area on as site less than one acre in size, where all municipal services, facilities and infrastructure are already in place and no habitat for rare or endangered plants or animals are known to exist. Furthermore, the project will add twenty-four market-rate apartments and three affordable apartment units in close proximity (less than ½ mile) from the Amtrack multimodal rail and bus transfer station at 330 Guadalupe Street. Thus, the project is consistent with state directives, and regional objectives to increase the housing supply in proximity to alternative transit modes to improve air quality and reduce greenhouse emissions. After reviewing this minor project completely, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore the activity is not subject to CEQA.

Contact Person: Bill Scott (Area Code) Phone Number/Ext: (805) 478-4778

Signature: \_\_\_\_\_ Title: Contract City Planner

Date received for filing at County Clerk’s Office: \_\_\_\_\_  
(Form prepared March 2018)

## EXHIBIT 2, FINDINGS FOR APPROVAL

### **823 GUADALUPE APARTMENTS CONDITIONAL USE PERMIT AND DESIGN REVIEW 2022-027-CUP AND 2022-030-DR**

#### **1.0 CEQA Findings**

##### **1.1 CONSIDERATION OF THE CATEGORICAL EXEMPTION AND FULL DISCLOSURE**

The City Council has considered the Class 32 Exemption per CEQA Section 15332 together with the comments received and considered during the public review process for the project. The Categorical Exemption has been completed in compliance with CEQA and is adequate for this proposal.

##### **1.2 FINDING OF NO SIGNIFICANT EFFECT**

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

##### **1.3 LOCATION OF DOCUMENTS**

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

#### **2.0 Administrative Findings**

##### **2.1 General Plan Findings**

###### **A. *The project is consistent with the General Plan.***

The project is proposed pursuant to state Government Code Section 65915 (Density Bonus Law) at a density of 38.6 dwelling units per acre. Therefore, the project exceeds the City's stated General Plan maximum density of 20 units per acre. Furthermore, pursuant to Government Code Section 65915, the project has proposed a parking reduction to allow a total of 27 off-street parking spaces. Twenty-seven fewer than the fifty-four parking spaces that would typically be required by the City's parking standard for multi-family development proposals.

Thus, under Government Code 65915 the project is in conformance with applicable provisions of state law. All other components of the project are found to be consistent with the policies of the City's General Plan. Consistent with General Plan objectives, the project will add twenty-four market-rate apartments and three affordable apartment units within the City's Downtown Core. Therefore, the project is anticipated to support

General Plan objectives to place residences in close proximity to Downtown stores, shops, and restaurants and thereby increasing the market demand for the City's Downtown business community. Furthermore, the project places residential opportunities in close proximity to available public transit facilities to encourage usage of alternative modes of transit. Moreover, the development will utilize the vacant and underutilized portion of an infill property within the existing urbanized City where municipal services, facilities and infrastructure are already in place. Thus, the project would support the environmental sustainability objectives of the City's General Plan.

## 2.2 Conditional Use Permit Findings

- A. *That the project will not be detrimental to the health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use, or whether it will be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the City.*

Given the off-street parking provided by the project will be substantially less than is prescribed by the City's parking standard, some on-street parking impacts can be anticipated. However, the reduced parking standard is provided in accordance with state density bonus law and with the intent is to increase housing opportunities while encouraging use of alternative transportation modes.

In this case, three streets would potentially absorb any potential parking "spillover." Those streets are Pioneer Street, Eighth Street, and Guadalupe Street. Given the abutting segment of Pioneer Street and the nearby segment of Eighth Street are local streets where on street parking is permitted and a substantial portion of the surrounding land uses are agricultural or other low intensity land uses. Potential parking impacts should be minimized. Other project components will meet applicable zoning and building and safety codes. Therefore, the overall project is not anticipated to be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the City.

## 2.3 Design Review Findings

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

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

The project site is in an urbanized area characterized primarily by a mixture of commercial uses along Guadalupe Street and residential uses behind the commercial uses. The front of site is currently developed with a two-story mixed-use building containing ground floor commercial uses with the second floor established for residential uses. The new building would not exceed thirty-five feet in height within the 50-foot maximum allowable height limitations as established by the zoning code for the property. As such, the proposed project would be consistent with the existing visual character and scale of the buildings proposed in the G-C zoning district in the City's



Downtown Core. The project would be considered an extension of the surrounding urban landscape.

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

The proposed project would increase the total number of residential units over what would be typically allowed under the maximum allowable General Plan land use density. However, the new three-story building would not exceed thirty-five feet height, which is substantially less than 50-foot height allowed by the G-C (General Commercial) zoning district. Therefore, the overall scale of the building is consistent with the buildings in the project vicinity. Worn and broken window frames, trim and other weathered portions of the existing building would be refurbished as a part of the project.

The proposed project includes landscaping treatments within and surrounding the perimeter of the project site, including but not limited to fruitless olive trees, crepe myrtle and coffee berry and toyon shrubs. manzanita bushes, coffee berry bushes and parking lot shade trees. The landscaping treatment would serve to soften the building mass on the north and west sides and screen the parking lot on the south side of the project site. Therefore, the project would be consistent with the surrounding neighborhood.

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

The new apartment building exhibits a Spanish Mission architectural style. Building mass is broken up into four parts separated by stairwells and balconies. Pitched Spanish tile roofs are provided over balcony and porch areas. The three-story building would not exceed thirty-five feet in height consistent with the existing visual character and scale of the residential dwellings and commercial buildings in the vicinity. All buildings would include symmetrical window patterns and balconies utilizing natural earth tone colors and materials that would blend with the surrounding area and the proposed landscaping.

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

The water, drainage, and electrical improvements will be underground and thus will not be visible from the adjacent public roadways or adjacent residential neighborhood. Additionally, the proposed project includes landscaping treatments within and surrounding the perimeter of the project would serve to screen the residential structures east and west of the site.

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

The water, drainage, and electrical improvements will be underground and thus will not be visible from the adjacent public roadways or adjacent residential neighborhood.

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

There is very minor grading required to properly redevelop the property. The project would meet Project Clean water stormwater control standards. Therefore, all grading will be appropriate for the site.

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

A professional landscape plan prepared for this project includes adequate trees, shrubs and groundcover and encompasses over 11% of the total property. As such, the project is consistent with this finding.

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

This project site is in an urbanized areas and does not contain any significant public scenic views.

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

The proposed buildings will have downward lighting adjacent to doors, and lighting will be provided in the parking lot utilizing downward diffusers so as not to impact surrounding properties.

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

No additional design standards were required by the City Council.

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

The closest residential uses would be approximately fifty feet from the new building on the north. A commercial parking lot and Eighth Street are to the south; and agricultural fields are beyond Pioneer Street on the west. Therefore, no privacy impact to the neighboring properties would result. As such, the project respects the privacy of neighboring properties.

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

No new roadways are proposed or required. The project site is an infill site where roadways are already in place. Under the provisions of Government Code 65915 (Density Bonus Law), the project proponent has proposed a reduction in off-street parking. Thus, some degree of on-street parking "spillover" is anticipated. Given the

The project proposed roadway is consistent with the roadway designs contained in the Guadalupe Municipal Code, and on-street parking is permitted on the local streets.

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

The staff report provides evidence that the project is consistent with state law as well as applicable goals and policies of the General Plan and is consistent with the zoning ordinance.

**CONDITIONS OF APPROVAL**  
**823 GUADALUPE STREET APARTMENTS CONDITIONAL USE PERMIT AND DESIGN REVIEW**  
**(2022-027-CUP AND 2022-030-DR)**

GENERAL CONDITIONS

1. Project Description: The permittee shall comply with the project description, and the approved Plan Set entitled: *823 Guadalupe Street, Guadalupe California*, (Attachment 3). Any changes from the project description, or conditions may require a permit amendment as determined by the Planning Director. Contact the Planning Department prior to changing anything onsite or a change in use. The property shall be maintained, operated, sold, leased, or financed in compliance with this project description, the approved plan set and conditions of approval. This Project Description establishes the general use parameters for the multi-family development contained in two buildings in the G-C (General Commercial) zoning district, on the 0.70-acre property at 823-829 Guadalupe Street (APN 115-112-003). Under the provisions of Government Code 65915 the project consists of a high-density multi-family development consisting of twenty-seven apartment units contained in two buildings on the 0.70-acre property.

A new three-story apartment building would contain twenty-four one- and two-bedroom units. The upstairs portion of the existing two-story building at the Guadalupe Street front of the property will be renovated to contain three affordable apartments for very low-income households. Two of the affordable units would be three-bedroom units and one apartment would be a four-bedroom unit. The ground floor would continue to remain as commercial space. The project proposes a total of twenty-seven parking spaces. As provided by density bonus law, all of the parking spaces would be uncovered. The angled parking spaces are accessed by a 16-foot-wide one-way driveway which is accessed from Guadalupe Street on the east side and is exited on Pioneer Street on the west side.

Approximately 11.5 percent of the site will be covered in landscaping. Minor grading will be required to prepare the site for construction. The project will implement a stormwater control plan in accordance with SB County Project Clean water standards. Each ground-floor unit ranging from a minimum of 136 square-feet to 212 square-feet.

The building exhibits a Spanish Mission style architecture. The new building will reach a maximum height of 35 feet, as allowed for the R-3 zoning district. Deviations from this project description or the approved plan set may require amendments to the permit, including additional CEQA review. Deviations without the above-described approval will constitute a violation of the permit approval.

2. The Applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicant's expense, City and City's agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul

the approval of this permit or to determine the reasonableness, legality or validity of any condition attach hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and City will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligation of this condition. Applicant's acceptance of this permit approval or commencement of construction or operations under the approval shall be deemed to be acceptance of all conditions of approval.

3. In the event that any condition imposing a fee, exaction, or dedication is challenged by the project sponsors in an action filed in a court of law or threaten to be filed therein which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and substitute conditions may be imposed.

#### CITY ENGINEER CONDITIONS

All of the following conditions shall be completed to the satisfaction of the City Engineer prior to issuance of Certificate of Occupancy, unless otherwise stated herein.

#### Drawings/Administrative

4. County assessor parcel map indicates APN 115 – 112 – 003 address is 823 Guadalupe St. Correct address on all drawings before resubmittal.
5. All engineering submittals and drawings prepared by the applicant's engineer shall be signed and sealed by a California licensed civil engineer.
6. Prior to construction, the applicant shall provide a copy of a preliminary Title Report, no more than 6 months old to the City Engineer.
7. Park development and public facilities fees shall be paid per the master fee schedule.
8. Submit grading and drainage plans, including a geotechnical report providing technical specifications for grading of the site and prepared by a Geotechnical Engineer, to the City and Santa Barbara County Flood Control District for plan checking and comment. Before building permits are issued, address all comments to the satisfaction of the City Engineer.
9. Upon approval of the improvement plans, the applicant shall provide a scanned pdf of the signed plans and three sets of prints of the signed improvement plans for inspection purposes.

10. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner and adhere to the requirements of the City of Guadalupe Municipal Code. Any graffiti on the property shall be promptly painted out. All landscaping areas in the property shall be permanently maintained with healthy, growing plant material, free from weeds. Dead or dying plant material shall be replaced within one month of plant deterioration. Failure to comply with this condition is a public nuisance and is subject to the adopted citation ordinance of the City of Guadalupe.

#### Bonding

11. The applicant shall provide an engineer's estimate for all work included on the public improvement plans, and enter into an agreement with the City, subject to the City's approval. If approved by the City, bonds or other forms of securities shall be submitted as a guarantee for the construction of infrastructure improvements before the issuance of building permits.

#### Dedication

12. Before final inspections and acceptance of the public improvements, the applicant shall provide to the City Engineer record as-built drawings, signed by the engineer of record in the following method: one set of scanned pdfs, and one set of reproducible mylars. Applicant agrees to dedicate Public Works improvements to the City.

#### Infrastructure improvements

13. Public infrastructure improvements shall be designed and constructed in accordance with the City of Santa Maria standards (adopted by the City of Guadalupe), and the City of Guadalupe standard drawings when available. The decision of the City Engineer shall be final regarding the specific standards that shall apply.
14. The developer shall obtain an encroachment permit from the Building/Planning Department prior to any work in public streets, right-of-way, or easements.

#### Storm

15. The project shall comply with all Municipal Separate Storm Sewer System (MS4) requirements. Low Impact Development, best management practices and similar regulations and guidelines shall be met. The design shall comply with the Santa Barbara County Post Construction Requirements, Stormwater Technical Guide, and all future updates.
16. Stormwater control plans are required for all projects with new and replaced impervious surface greater than 2,500 ft.<sup>2</sup>
17. The applicant shall submit drainage calculations or an updated drainage report with the public improvement plans.
18. Submit an Erosion and Drainage Control Plan to the City Engineer for review and approval prior to construction. The plan shall reflect "Best Management Practices" as proposed in

the California Regional Water Quality Control Board Erosion and Sediment Control Field Manual and shall include both temporary measures (to be used during construction, and until permanent measures are completed/established) and permanent measures. Erosion control measures shall be in place and approved by the City before the start of construction. The plan shall include both source control and perimeter containment measures. All Drainage and Erosion Control Measures shall be designed and sized by a qualified professional.

19. All stormdrain infrastructure located on-site and required by the Post-Construction Requirements (PCRs) adopted by the California Regional Water Quality Control Board for the Central Coast Region shall be privately owned and maintained.
20. Install Storm Drain Markers on all drainage inlets and bioretention signage on all bioretention areas.
21. Prior to final occupancy, an "Owner's Agreement to Construct and Maintain Private Drainage Improvements for Water Quality" on all private lots where LID measures are required must be approved, signed by the owner and City, and recorded. A template is available from the City Engineer.
22. Prior to final occupancy and if required, a "Storm Water Control Measures Certification of Approval" must be signed and stamped by a California Registered Engineer, Architect, Geologist and/or Landscape Architect and submitted to the City Engineer. A template is available from the City Engineer.

#### Solid waste

23. Provide a solid waste enclosure constructed and placed to the satisfaction of the City Engineer

#### Street/sidewalk

24. Applicant shall repair cracked or broken curb, gutter, driveway, and sidewalk along project frontage on Guadalupe Street. Public Works staff will determine the extent of the sidewalk, driveway, and curb and gutter repair in the field prior to construction.
25. Install new sidewalk, curb, and gutter are required along Pioneer Street from the northwest corner of the property to the existing sidewalk at the corner of 8th and Pioneer Street.
26. Upgrade curb ramp at the northeast corner of 8th and Pioneer Street to current ADA standards.
27. Provide a landscape and irrigation plan for the parkway on Pioneer Street.

## PLANNING DEPARTMENT CONDITIONS

28. Density Bonus Agreement. Prior to issuance of a building permit, the applicant shall enter into a Density Bonus Agreement with the City. The Density Bonus Agreement shall be established to the specifications set forth in Municipal Code Section 18.54.100, and to the satisfaction of the City Administrator or the City Administrator's designee. The requirements of this condition shall be implemented to the satisfaction of the City prior to issuance of a building permit.
29. Exterior Remodel. Prior to the first occupancy of any apartment approved for either building under this conditional use permit and design review, the owner/operator shall complete exterior façade renovations to the existing two-story mixed-use building at the front of the property (823- 829 Guadalupe Street). The exterior improvements shall be completed to the satisfaction of the Planning Director, or the Planning Director's designee, and shall include but not be limited to window repair/replacement, trim refurbishing, cleaning, and painting as needed to restore the building exterior to an appearance that is presentable as representative of the Downtown Guadalupe Street location.
30. Driveway Design. A flat or rolled curb will be provided to the specifications of the City Engineer.
31. Commencement of work. The applicant shall notify City Planning Department and City Building Department staff of the start date for construction at least 5 working days in advance of the start of work. This notification shall also include an estimated construction schedule and a truck haul route for demolished and recycled materials. The applicant shall also notify City staff of the completion of construction and demolition work no more than one working day upon completion.
32. Recycling. Excess construction materials and demolition materials shall be recycled to the extent feasible and proof of recycling in the form of a receipt from the recycling facility noting recycled materials and amounts shall be provided to City staff.
33. Fees. Prior to Zoning Clearance, the applicant shall pay all applicable permit processing fees in full, including but not limited to building permit fees.
34. Zoning Clearance. No Building Permit shall be issued until a Zoning Clearance has first been issued by the Planning Department.
35. Agreement to Comply. Approval of this Design Review is not valid until the property owner or authorized agent signs and returns the Agreement to Comply form, agreeing to the terms and Conditions of Approval. The signed form must be submitted to Planning Department prior to issuance of the Zoning Clearance.



36. Compliance with Conditions. The applicant shall be in compliance at all times with these conditions. If complaints are filed with the City, staff will review the complaints and determine if a meeting with the applicant and complainants can resolve the issue(s). If no resolution is reached, a hearing will be scheduled before the City Council for staff to present a recommendation to resolve the issue(s). The applicant shall be responsible for the fees to cover staff's time.
37. Construction Hours. The Owner /Applicant, including all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. No noise-generating construction shall occur on weekends or State holidays. Non-noise generating interior construction activities such as plumbing, electrical, drywall and painting (which does not include the use of compressors, tile saws, or other noise-generating equipment) are not subject to these restrictions. The applicant is advised that building inspectors and planning staff will spot check and respond to complaints.
38. Landscaping. Prior to issuance of Zoning Clearance, the applicant shall submit a Final Landscape Plan for review and approval by the Planning Director, or the Planning Director's designee(s). Prior to the first occupancy clearance, the project shall have all landscaping planted.
- a) Landscaping shall be installed and maintained per the City-approved landscape and irrigation plan and maintained for the life of the project.
  - b) The type, size, density and configuration of new plants shall be selected to maximize successful establishment and growth to achieve this landscaping objective within a reasonable period of time after installation.
  - c) Final landscape and irrigation plans shall be submitted by the Applicant to the City for review and approval prior to Issuance of Zoning Clearance.
  - d) All landscaping and irrigation shall be completed and installed prior to the first Occupancy Clearance of the first apartment unit. Plant locations may be adjusted in the field (as directed by Planning staff) to achieve landscaping objectives.
  - e) The applicant shall contact City Planning staff at least 48 hours prior to request for occupancy clearance in order to verify that landscaping and irrigation has been installed according to the approved plans. Failure to comply with the requirement could jeopardize issuance of the occupancy clearance.
  - f) Additional shrubs may be required to the satisfaction of the Planning Director or the Planning Director's designee, prior to a building permit approval.
39. Additional Permits Required. The use and/or construction of any structures or improvements authorized by this approval shall not commence until all necessary

planning and building permits are obtained. Before any Permit will be issued by the Building Department, the Owner/Applicant must obtain written clearance from all departments having conditions. Such clearance shall indicate that the Owner/Applicant has satisfied all pre-construction conditions.

40. Design Review Expiration. The Owner/Applicant shall obtain the required Zoning Clearance within the 24 months following the effective date of this Design Review Permit. If the required Zoning Clearance is not issued within the 24 months following the effective date of this Design Review Permit, or within such extended period of time as may be authorized in compliance with Section 18.73.120.B of the Guadalupe Municipal Code, and an application for an extension has not been submitted to the Planning Department, then the Design Review permit shall be considered void and of no further effect.
41. Design Review-Void. This Design Review Permit shall become void and be automatically revoked if the development and/or authorized use allowed by this Design Review Permit is discontinued for a period of more than 12 months, or within such extended period of time as may be authorized in compliance with Section 18.73.120.B of the Guadalupe Municipal Code. Any use authorized by this Design Review Permit shall immediately cease upon expiration or revocation of this Design Review Permit. Any Zoning Clearance approved or issued pursuant to this Design Review Permit shall expire upon expiration or revocation of the Design Review Permit. Design Review Permit renewals must be applied for prior to expiration of the Design Review Permit.
42. Plans Requirements. The Owner/Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to the Building Department.
43. Contractor and Subcontractor Notification. The Owner/Applicant shall ensure that potential contractors are aware of City conditions and requirements. Owner/Applicant shall notify all contractors and subcontractors in writing of the site rules, restrictions, and Conditions of Approval and submit a copy of the notice to Planning staff.
44. Time Extensions-All Projects. The Owner/Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with City rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner/Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.
45. All newly planted landscaping shall be maintained for the life of the project.

46. In the unexpected event archaeological or paleontological resources are unearthed during project construction, all earth disturbing work within the project area of potential effect (APE) must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Native American representative should monitor any archaeological field work associated with Native American materials.

#### BUILDING DEPARTMENT CONDITIONS

47. Fire Sprinklers. Identify that all buildings, including the existing two story structure are to be fire sprinklered. Identify the Type of Fire Sprinkler System to be provided for each building. [C.F.C., §930.2.22(d) as amended by Guadalupe].

48. Type of Construction. The proposed new buildings are three stories. As such, the C.B.C., July 2021 Supplement is applicable. The revised C.B.C., Table 504.4 requires that the new buildings minimum Type of Construction shall be Type V-A to permit three-story construction for Group R-2 occupancies.

49. Accessibility.

- a. All ground-floor dwelling units in nonelevator buildings shall be adaptable and on an accessible route. [C.B.C., §1104A.1]
- b. Based on 27 Dwelling Units provided on the site, a minimum of three (3) dwelling units are to be fully accessible. Identify these three units. [C.B.C., §1102A.3.]
- c. An accessible path of travel is required from the public way to each ground floor dwelling unit. [C.B.C., §1108A]
- d. Based on 27 parking spaces of which also serves the ground floor commercial space, two shall be designated accessible, one being van accessible. [C.B.C., Table 11B-208.2]

50. Electric Vehicle Charging Spaces. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Electric Vehicle Supply Equipment (EVSE). Calculations for the required number of EV spaces shall be rounded up to the nearest whole number [C.G.B.S.C. §4.106.4.2]

51. Area and Height. Justification for the proposed allowable area and height for the buildings proposed in this project shall be shown on the cover sheet of plans. [C.B.C. Table 506.2] Show compliance for an R-2 occupancy using total square footage and proposed height.

52. Projections and Opening Protection. Plans shall show compliance with C.B.C., Table 507.2 and Table 705.8. The plans shall show the assumed property line between Buildings B and C.

53. Means of Egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of the building code. The construction documents shall designate the

number of occupants to be accommodated on every floor, and in all rooms and spaces. Provide an exit analysis within the construction plans. [C.B.C., §[A] 107.2.3]

- a. For all of the spaces shown on the floor plan identify the current or future proposed uses, their associated square footage and occupant load using C.B.C., Table 1004.5.
- b. Based on the current or future occupant load show that the spaces have the required quantity of exits and denote the occupant load served at each exit door from the space. [C.B.C., §1019]
- c. Show the exit route path of travel from all spaces and show the accumulated exit load totals at each spaces exit door and sum these loads up until an exterior exit discharge door is reached and denote this total occupant load served.
- d. For each of the exit access route path of travel locations specify the total distance traversed from the beginning of the exit path to the exit discharge.

54. Soils Report Required. A soils (Geotechnical) report will be required for the project and must be submitted at the time of building permit application. [C.B.C., §1803].

55. Waste Management. After the issuance of a building permit, the applicant shall submit a waste management plan to the Building Division. The plan shall include the estimated composition and quantities of waste to be generated and how the project developer intends to recycle at least 65 percent of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final inspection. During demolition and construction, the project developer shall mark all trash disposal bins “trash materials only” and all recycling bins “recycling materials only.”

56. Design Professional Required. Construction plans for the project shall be prepared signed and sealed by a California registered design professional, i.e. architect or engineer.

57. Permits. A building permit application, plans and specifications demonstrating compliance with current California Building, Fire, Plumbing, Mechanical, Electrical, Green Building and Energy Standard Code requirements is to be submitted, and permits obtained prior to construction.

#### POLICE DEPARTMENT CONDITIONS

58. Public Safety Impact Fees. The project applicant shall contribute to the necessary funding for emergency equipment and facilities to serve the proposed structure. The applicant shall pay the required public safety fees to the City of Guadalupe as deemed necessary by the City of Guadalupe Police Department prior to the issuance of a Certificate of Occupancy.

59. The project applicant shall apply all Guadalupe Municipal Code Ordnances 2021-494 and the August 2021 supplements at the time of Plan Review.

60. Provide final layout plans for the location of utilities, services and unit layouts in PDF format.

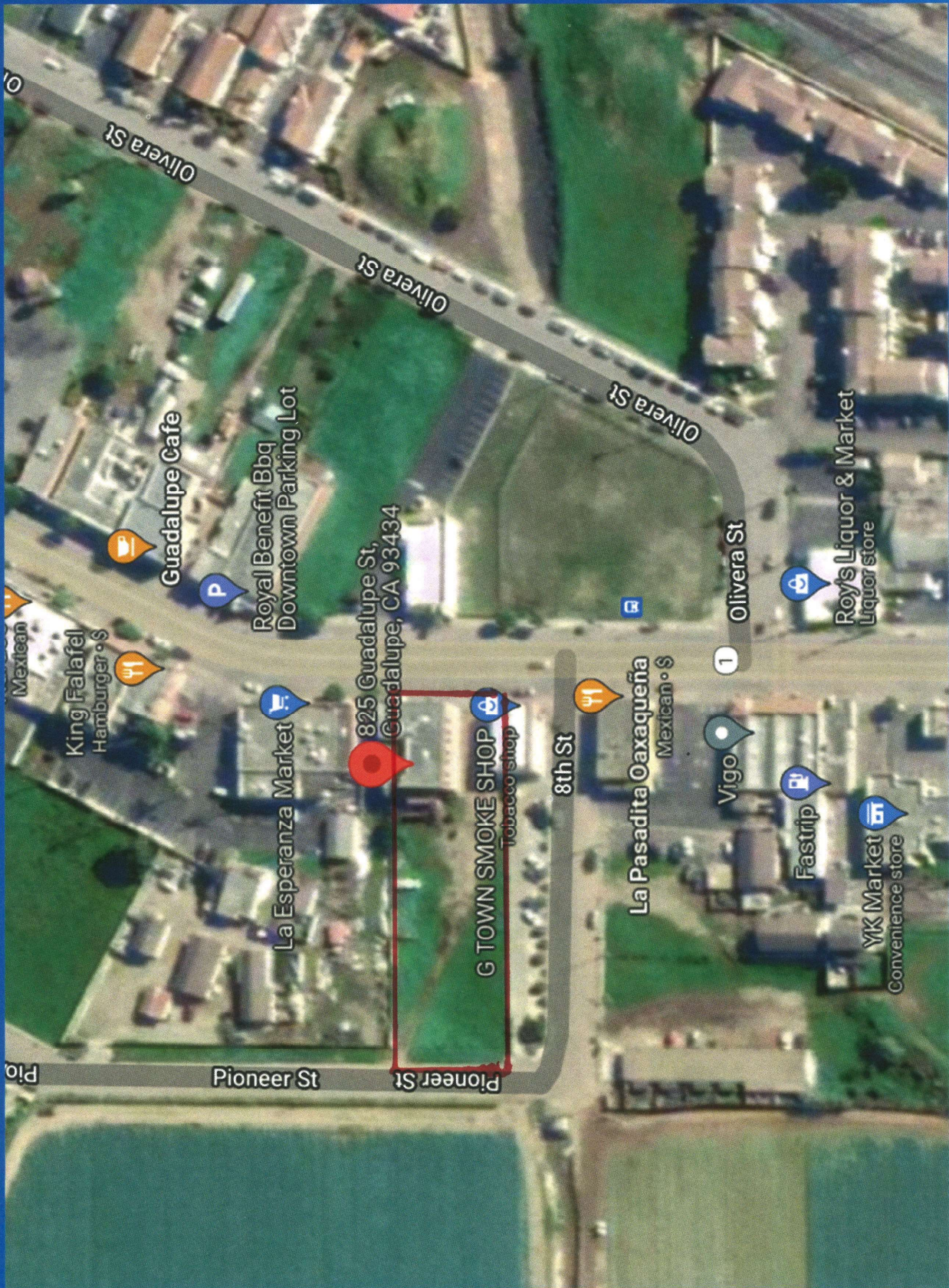
## FIRE DEPARTMENT CONDITIONS

61. Public Safety Impact Fees. The project applicant shall contribute to the necessary funding for emergency equipment and facilities to serve the proposed structure. The applicant shall pay the required public safety fees to the City of Guadalupe as deemed necessary by the City of Guadalupe Fire Department prior to the issuance of a Certificate of Occupancy.
62. The project shall comply with all adopted 2019 California Fire Code requirements as well as adopted code amendments under Guadalupe Municipal Code 15.08.020 and 15.08.030 at the time of plan review.
63. Maintain a minimum unobstructed width of 20' and maintain a minimum vertical clearance of 13 feet 6 inches. The proposal shows 16-foot-wide access on the west side and 20-foot-wide access on the east side.
64. Fire hydrant will need to be added on Pioneer Street by the project's west entrance. Fire hydrant separation exceeds the maximum allowed.
65. Provide final layout plans for the location of utilities, services and unit layouts in PDF format.

End of Conditions



# VICINITY MAP





## ATTACHMENT 3

### Excerpts from Government Code 65915

#### (Excerpt from Density Bonus Table)

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

## Excerpt - Incentives and Concessions

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

(4) "Childcare facility," as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.

(i) "Housing development," as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, "study" does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety



## Excerpt - Incentives and Concessions

Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(2) "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.



## Excerpt - Incentives and Concessions

replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income



## Excerpt - Incentives and Concessions

households, or at least 10 percent for persons and families of moderate income in a common interest development.

(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

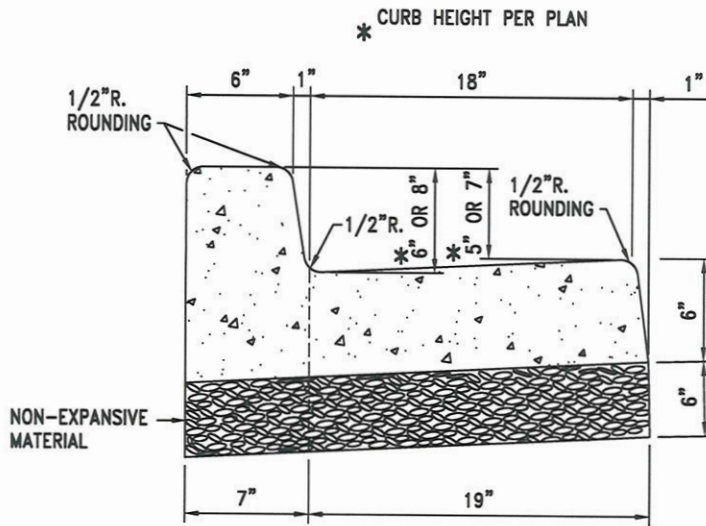
(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

(D) Four incentives or concessions for projects meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

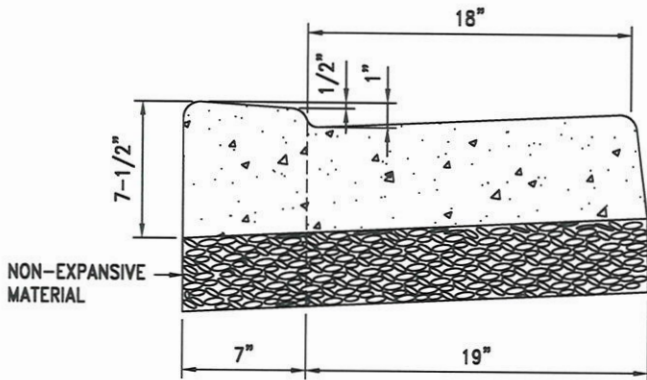
(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.

(4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.

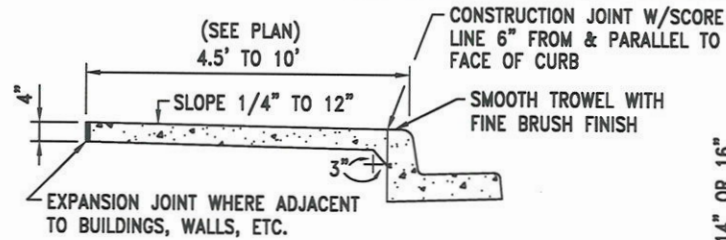
(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health,



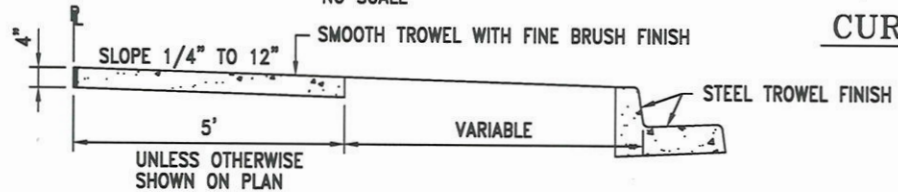
**CURB & GUTTER**  
NO SCALE



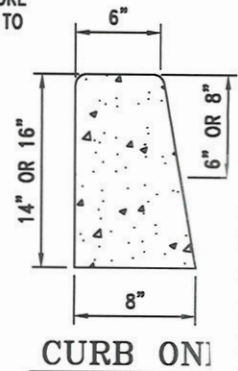
**DEPRESSED CURB DETAIL**  
NO SCALE



**COMBINATION CURB & GUTTER & SIDEWALK**  
NO SCALE




**SIDEWALK & CURB & GUTTER**  
NO SCALE



**CURB ON SIDEWALK**

**GENERAL NOTES:**

1. WORKMANSHIP AND MATERIALS SHALL COMPLY WITH CITY SPECIFICATION FOR CONCRETE CURB, GUTTER AND SIDEWALK.
2. CURING—USE APPROVED CURING COMPOUND.
3. EXPANSION JOINTS—3/8" FULL DEPTH PREMOLED ASPHALTIC IMPREGNATED, EVENLY SPACED, NOT OVER 30' APART AT ALL CURB RETURNS, DRIVEWAY APRONS AND EXISTING WORK.
4. COLORING—USE 1 1/2 LBS. LAMPBLACK PER C.Y., INTEGRALLY MIXED.
5. FINISH—ALL EDGES, CORNERS AND ENDS SHALL HAVE 1/2" RADII.
6. SCORING—SEE STD. SPEC. FOR CONCRETE CURB, GUTTER AND SIDEWALK.
7. COMPACTION—RELATIVE DENSITY OF 90% UNDER SIDEWALKS. UNDER CURBS, GUTTERS AND DRIVEWAYS, 95%.
8. FOR ESTIMATING, 8" C.F. = 19 1/2 L.F./C.Y. CONCRETE AND 6" C.F. = 20 3/4 L.F./C.Y. CONCRETE.

11/22/04 DATE			City of Santa Maria Standard Drawing	
REVISIONS			DESCRIPTION: CURB and GUTTER and/or SIDEWALK	
DRAWN BY: N.S.C.	DATE DRAWN: 2/68	SCALE: NONE	SHEET 1 OF 1	



# 823 GUADALUPE STREET

## GUADALUPE, CALIFORNIA

### PROJECT DATA

ADDRESS:	823 GUADALUPE STREET
APN:	115-112-002
SITE AREA:	30,676 SF (0.70 ACRES)
ZONING DESIGNATION:	GC (GENERAL PERMITTED) (4-3 REQUIREMENTS USED FOR MULTIFAMILY PORTION)
FLOOD ZONE:	NO
DENSITY ALLOWED	
BASE DENSITY (1,700 SF/UNIT):	19 UNITS (33,676 SF / 1,700 SF)
DENSITY BONUS (15%):	10 UNITS (3.0 UNITS UP TO 30)
TOTAL ALLOWED:	29 UNITS*
DENSITY PROPOSED	
EXISTING BUILDING:	3 UNITS
NEW BUILDINGS:	24 UNITS
TOTAL PROPOSED:	27 UNITS
UNIT MIX	
EXISTING BUILDING	
3 BEDROOM UNITS:	1 UNIT
4 BEDROOM UNITS:	2 UNITS
NEW BUILDINGS:	
1 BEDROOM UNITS:	12 UNITS
2 BEDROOM UNITS:	12 UNITS
TOTAL UNITS:	27 UNITS
BUILDING HEIGHT ALLOWED:	50 FEET
BUILDING HEIGHT PROPOSED:	35 FEET
NUMBER OF STAIRS PROPOSED:	3 STAIRS
COMMERCIAL YARDS	
FRONT YARD REQUIRED:	NONE
FRONT YARD PROVIDED:	6 FEET
SIDE YARD REQUIRED:	NONE
SIDE YARD PROVIDED:	NONE
REAR YARD REQUIRED:	NONE
REAR YARD PROVIDED:	216 FEET
RESIDENTIAL YARDS	
FRONT YARD REQUIRED:	20 FEET
FRONT YARD PROVIDED:	175 FEET
SIDE YARD REQUIRED:	5 FEET
SIDE YARD PROVIDED:	5 FEET
REAR YARD REQUIRED:	15 FEET
REAR YARD PROVIDED:	1 FOOT****
LANDSCAPE AREA REQUIRED:	3,676 SF (30,676 SF x10%)
LANDSCAPE AREA PROVIDED:	4,100 SF
BUILDING AREAS	
EXISTING COMMERCIAL:	4,500 SF
EXISTING RESIDENTIAL:	2,900 SF
TOTAL EXISTING:	7,400 SF
PROPOSED RESIDENTIAL:	21,000 SF
OVERALL TOTAL BUILDING AREA:	28,400 SF
PRIVATE OPEN SPACE REQUIRED	
GROUND FLOOR UNITS:	100 SF PER UNIT
UPPER FLOOR UNITS:	50 SF PER UNIT
PRIVATE OPEN SPACE PROVIDED (SLE PLANS)	
GROUND FLOOR UNITS:	100 SF PER UNIT
UPPER FLOOR UNITS:	50 SF PER UNIT
PARKING REQUIREMENTS**	
1-3 BD UNITS (1 SPACE x 12 UNITS):	12 SPACES
2 & 3 BED UNITS (1.5 SPACES x 14 UNITS):	21 SPACES
4 BED UNITS (2.5 SPACES x 2 UNITS):	5 SPACES
COMMERCIAL:	0 SPACES
TOTAL REQUIRED:	38 SPACES
PARKING PROVIDED:	27 SPACES****
COVERED PARKING REQUIRED:	11 SPACES
COVERED PARKING PROVIDED:	0 SPACES*****

- \* THE PROJECT IS PROPOSING TO PROVIDE 15% OF THE UNITS (3 UNITS) AS VERY LOW-INCOME IN ORDER TO ACHIEVE A 50% DENSITY BONUS. THE APPLICANT SHALL RECEIVE THREE INCLUSIVE CONVEYANCES.
- \*\* THE APPLICANT IS REQUESTING A PARKING RATIO, EXCLUSIVE OF DISABILITY AND GUEST PARKING OF:  
ZERO TO ONE BEDROOM: 1 PARKING SPACE  
TWO TO THREE BEDROOM: 1.5 PARKING SPACES  
FOUR BEDROOM: 2.5 PARKING SPACES  
PARKING REQUIREMENTS MAY BE MET WITH ON-SITE PARKING THROUGH TANDEN PARKING OR UNCOVERED PARKING, BUT NOT THROUGH TOWN'S TITLE PARKING (THE USE OF THIS PARKING RATIO DOES NOT CONSTITUTE A CONCESSION OR INCENTIVE)
- \*\*\* 1. THE APPLICANT IS REQUESTING TO USE ONE INCENTIVE OR CONCESSION TO REDUCE THE RESIDENTIAL REAR YARD FROM 15 FEET TO ZERO FEET. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.
- \*\*\*\* THE APPLICANT IS REQUESTING TO USE ONE INCENTIVE OR CONCESSION TO REDUCE THE TOTAL REQUIRED PARKING FROM 38 SPACES TO 27 SPACES. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.
- \*\*\*\*\* THE APPLICANT IS REQUESTING TO USE ONE INCENTIVE OR CONCESSION TO PROVIDE UNCOVERED PARKING IN LIEU OF COVERED PARKING. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.

### PROJECT DESCRIPTION

THIS PROJECT PROPOSES THE SECOND FLOOR RECONSTRUCTION OF THE EXISTING MIXED-USE BUILDING FROM 10 500 UNITS INTO 3 APARTMENTS. THE PROJECT ALSO INCLUDES THE CONSTRUCTION OF 24 NEW APARTMENTS IN TWO SEPARATE 3-STORY BUILDINGS.

THIS PROJECT IS UTILIZING THE STATE OF CALIFORNIA DENSITY BONUS PROGRAM. WE ARE PROVIDING 15% (3) OF THE UNITS AS VERY LOW-INCOME UNITS IN ORDER TO ACHIEVE A 50% DENSITY BONUS. PER CALIFORNIA GOVERNMENT CODE 65915(b)(1), THE DEVELOPER IS ENTITLED TO THREE CONCESSIONS.

1. THE APPLICANT IS REQUESTING THE FIRST CONCESSION TO REDUCE THE RESIDENTIAL REAR YARD FROM 15 FEET TO ZERO FEET. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.
2. THE APPLICANT IS REQUESTING TO USE THE SECOND INCENTIVE OR CONCESSION TO REDUCE THE TOTAL REQUIRED PARKING FROM 38 SPACES TO 27 SPACES. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.
3. THE APPLICANT IS REQUESTING TO USE THE THIRD INCENTIVE OR CONCESSION TO PROVIDE UNCOVERED PARKING IN LIEU OF COVERED PARKING. THIS CONCESSION IS NECESSARY IN ORDER TO BUILD THE PROJECT AT THE PROPOSED DENSITY.

### PROJECT DIRECTORY

**PROJECT APPLICANT**  
 LINCOLN TEN, LLC  
 PO BOX 1265  
 SAN LUIS OBISPO, CA 93406  
 PHONE: (805) 441-4050  
 EMAIL: PKAW2969@PROJONMAIL.COM

**ARCHITECT**  
 AIR'S STUDIO ARCHITECTS  
 1327 ARCHER STREET, SUITE 220  
 SAN LUIS OBISPO, CA 93401  
 ATTN: THOM JESS  
 PHONE: (805) 547-2240  
 EMAIL: TJESS@AIRS-STUDIO.COM

**CIVIL ENGINEER**  
 A30VE GRADE ENGINEERING  
 245 HIGUERA STREET  
 SAN LUIS OBISPO, CA 93401  
 ATTN: SCOTT STOKES  
 PHONE: (805) 540-5115  
 EMAIL: SCOTT@A30VEENGINEERING.COM

### SHEET INDEX

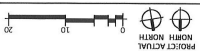
A-0	COVER SHEET
A-0.0	EXISTING SITE PLAN
A-0.1	SITE PLAN / FIRST FLOOR PLAN
A-2	SECOND FLOOR PLAN
A-2.3	THIRD FLOOR PLAN
A-2.4	ROOF PLAN
A-3.0	BUILDING ELEVATIONS
A-3.1	BUILDING ELEVATIONS
A-4.0	NEW BUILDING FLOOR PLAN
A-4.1	EXISTING BUILDING FLOOR PLAN
A-5.0	COLOR & MATERIAL BOARD
L-1.0	LANDSCAPE PLAN
C-1.1	GRADING, DRAINAGE & UTILITY PLAN

### VICINITY MAP

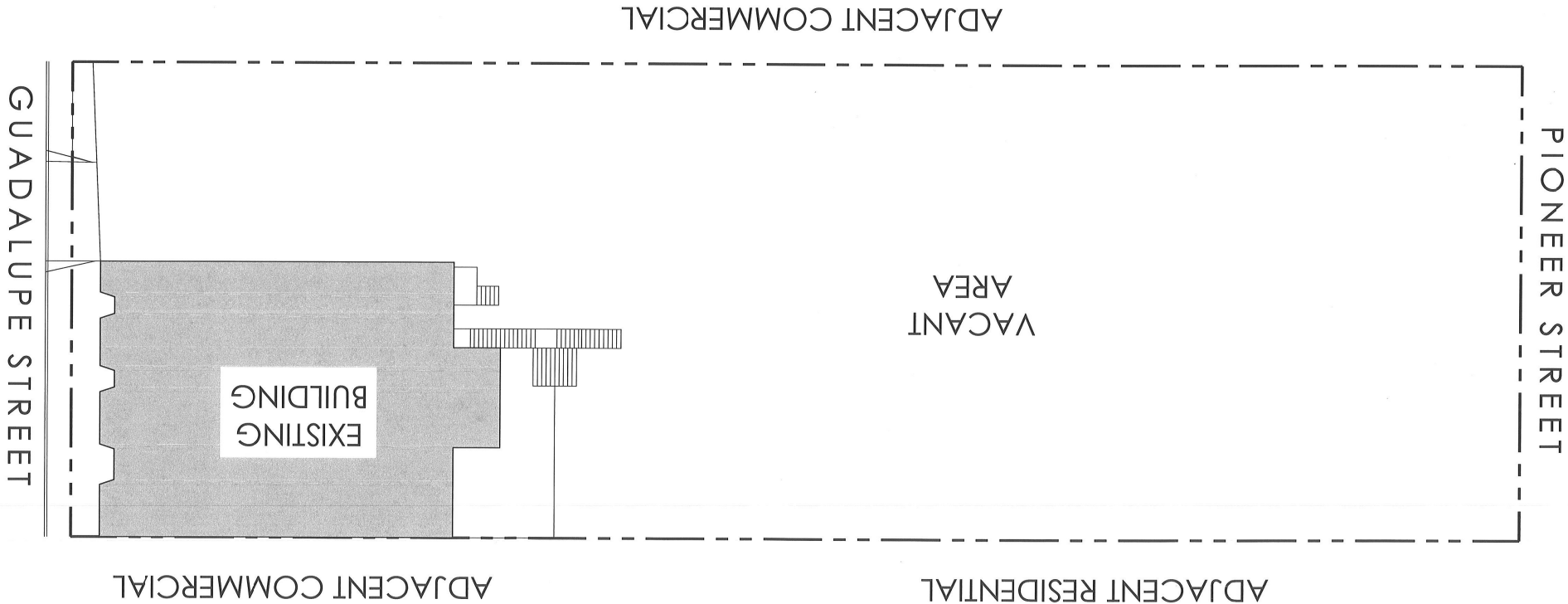


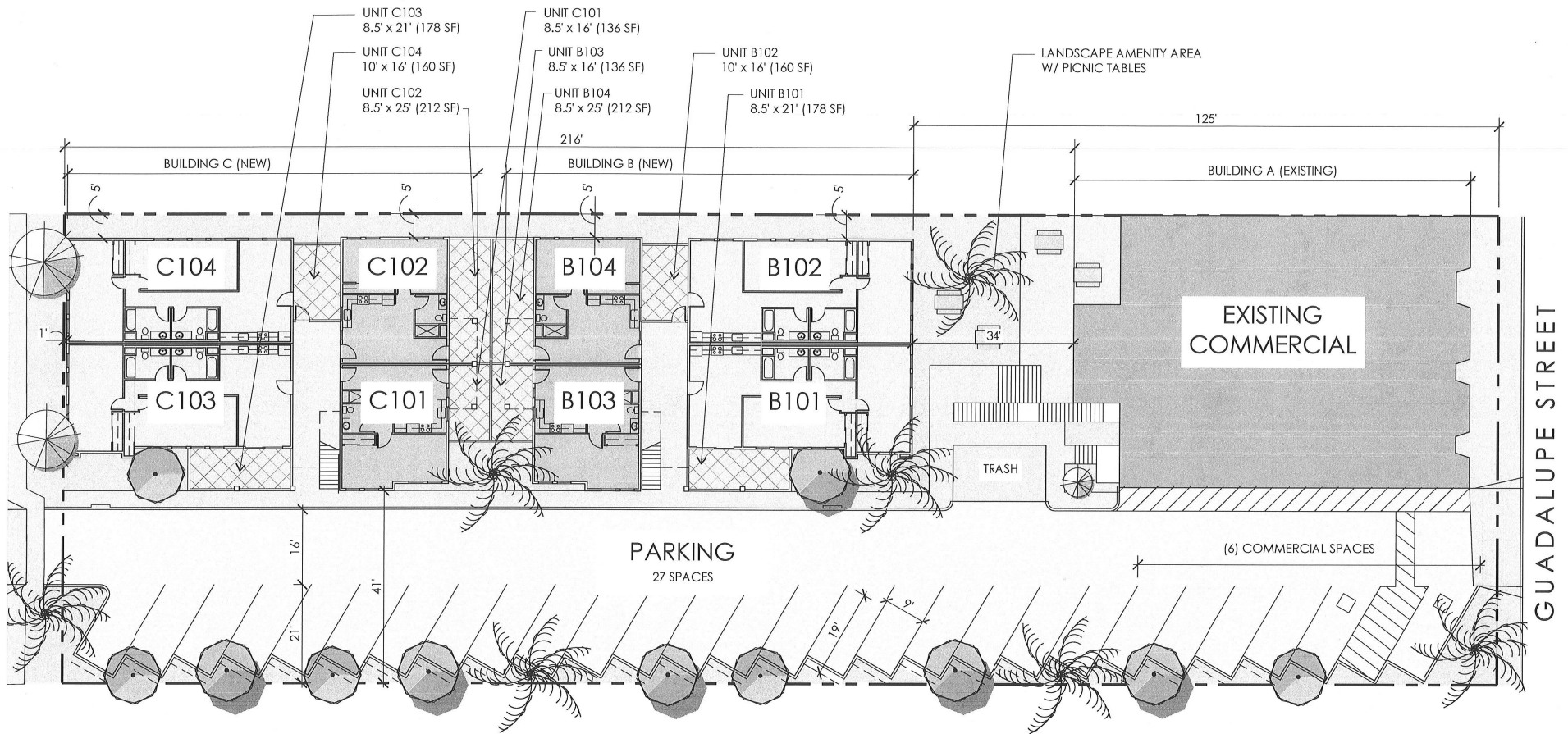
	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE: 5/17/2022 DRAWN BY: AS 2022 CHECKED BY: ST 30 SCALE: 1" = 15'
	<b>COVER SHEET</b>	
	<b>A1.0</b>	

EXISTING SITE PLAN



STUDIO ARCHITECTS <b>ATTIS</b>	823 GUADALUPE STREET GUADALUPE, CALIFORNIA
	<b>EXISTING SITE PLAN</b>
DATE: 5/17/2022	SCALE: 1" = 20'
PROJECT: A2.0	
A2.0	

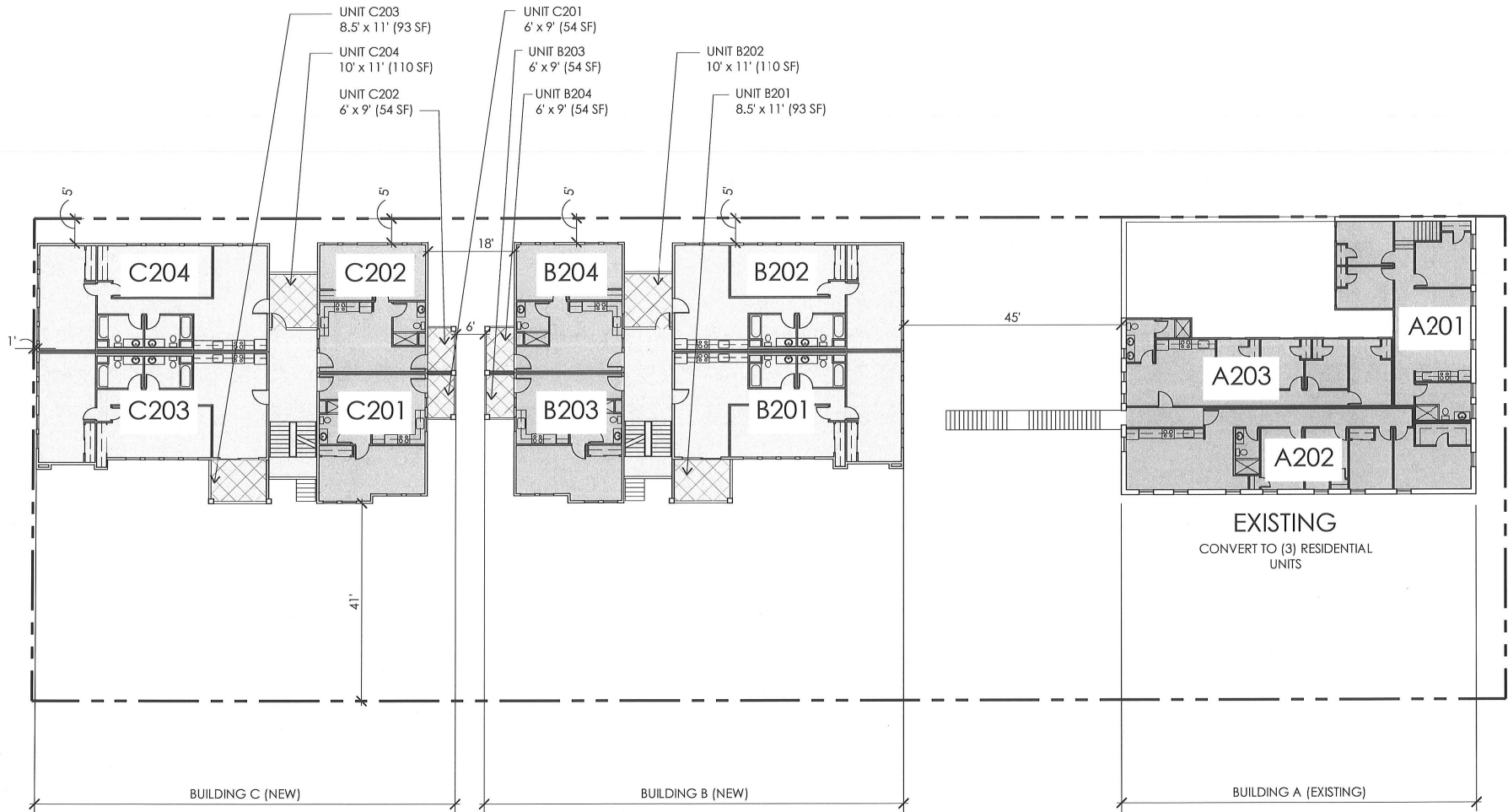




**SITE PLAN / FIRST FLOOR PLAN**



	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE 5/17/2022 ARCHITECTURE AZ007
	<b>SITE PLAN /</b> <b>FIRST FLOOR PLAN</b>	SCALE 1" = 20' 1" = 10'
	<b>A2.1</b>	

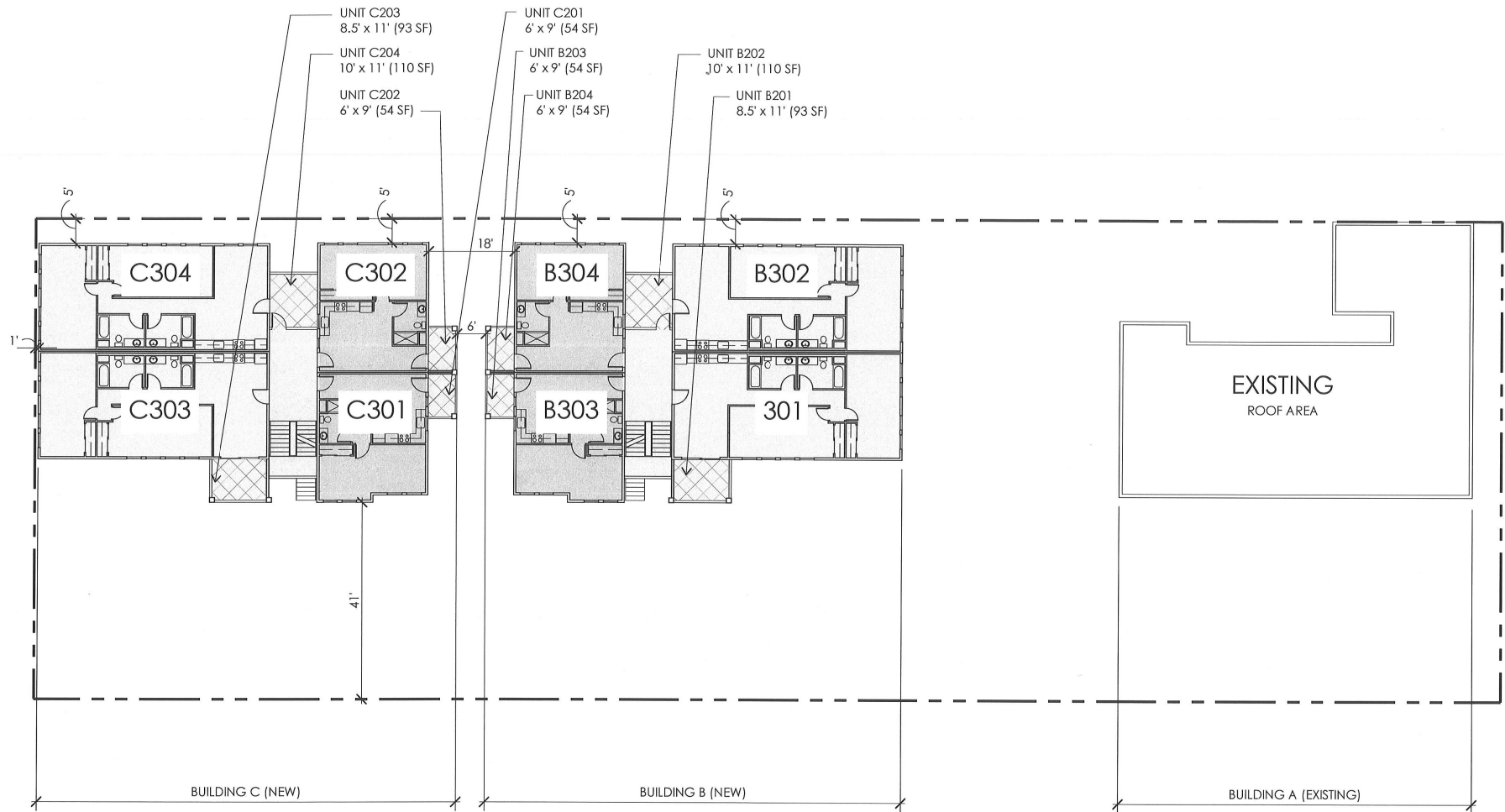


**SECOND FLOOR PLAN**



<b>ARRIS</b> STUDIO ARCHITECTS	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE 5/17/2022
	<b>SECOND FLOOR PLAN</b>	SHEET PROJECT # A22007
		SCALE 1" = 20'
		GRAPHIC SCALE 1" = 10'

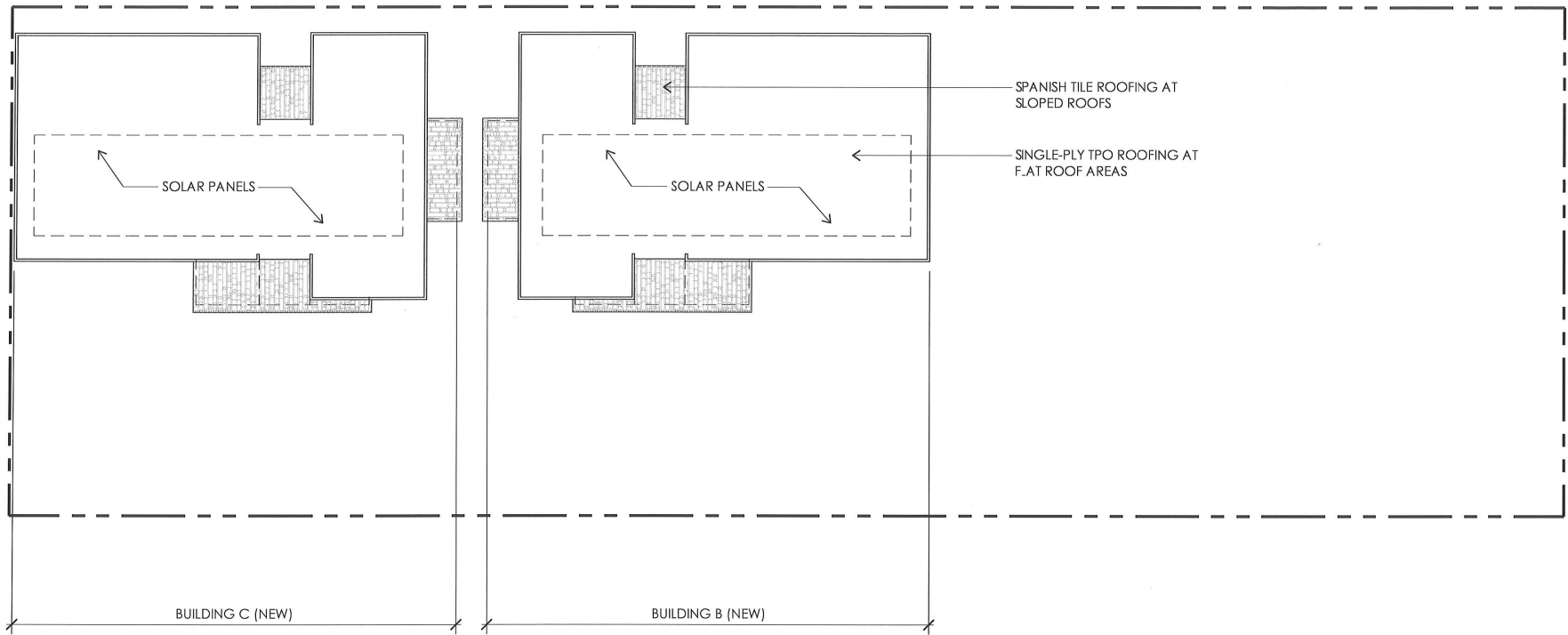




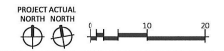
**THIRD FLOOR PLAN**



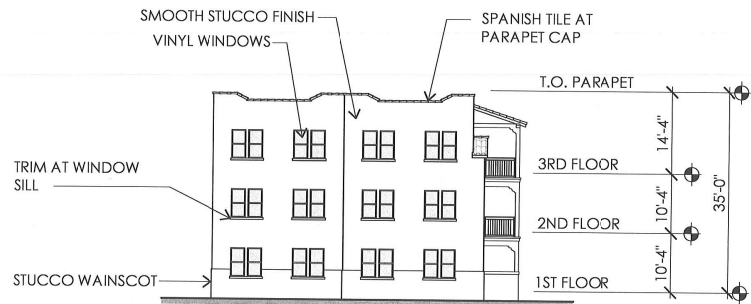
<b>ARRIS</b> <small>STUDIO ARCHITECTS</small>	<b>823 GUADALUPE ST</b>	DATE: 5/17/2022
	823 GUADALUPE STREET	REVISED: A2202
	GUADALUPE, CALIFORNIA	SCALE: 1" = 20'
	<b>THIRD FLOOR PLAN</b>	SCALE: 1" = 10'
		<b>A2.3</b>



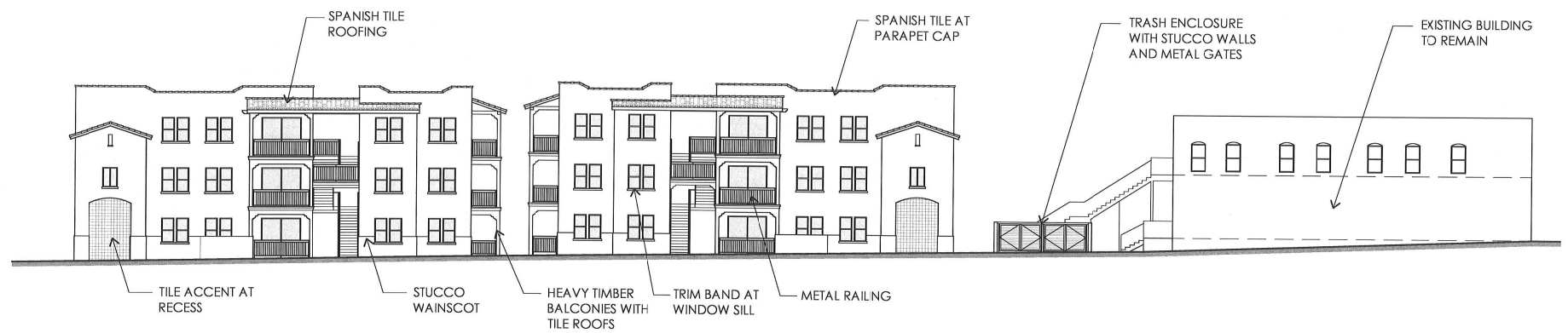
**ROOF PLAN**



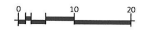
<b>ARRIS</b> STUDIO ARCHITECTS	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	<small>DATE</small> 5/17/2022 <small>PROJECT/CLIENT</small> A21007
	<b>ROOF PLAN</b>	<small>SCALE</small> 1" = 20' <small>GRAPH SCALE</small> 1" = 10'
	<b>A2.4</b>	



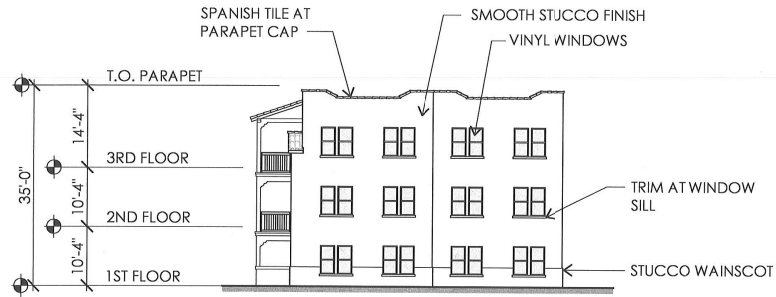
**WEST ELEVATION**



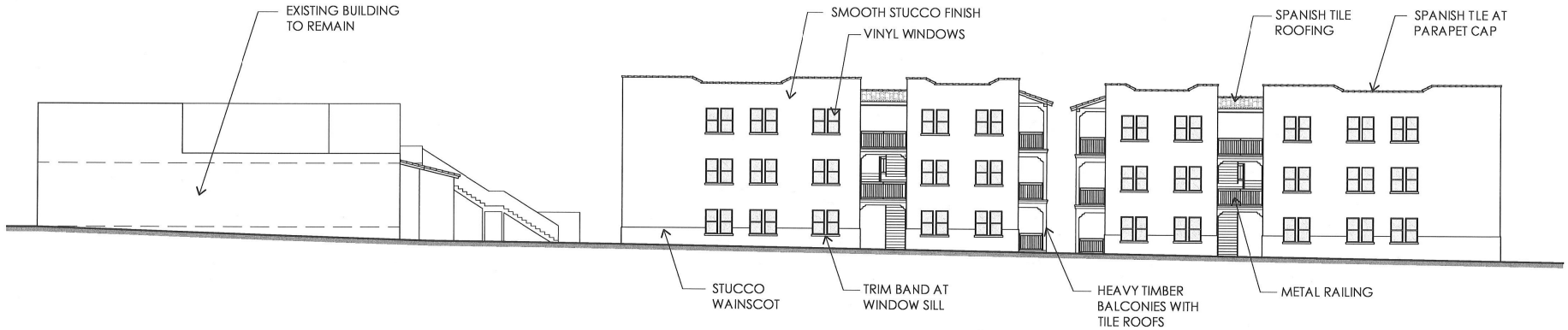
**SOUTH ELEVATION**



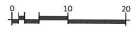
	<b>823 GUADALUPE ST</b>	DATE: 5/17/2022
	823 GUADALUPE STREET GUADALUPE, CALIFORNIA	ARCHITECT: A22X97
	<b>ELEVATIONS</b>	SCALE: 1" = 20' 11" = 10'
<b>A3.0</b>		



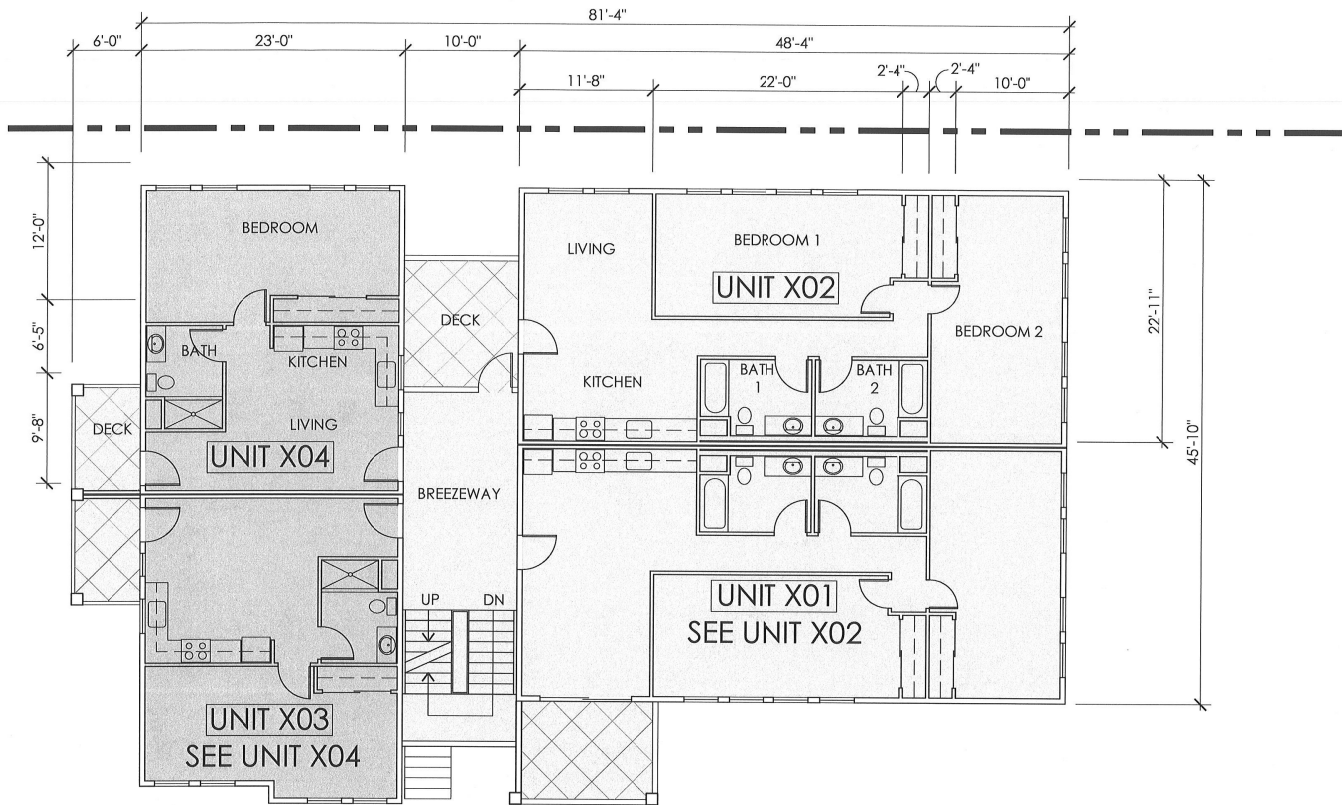
**EAST ELEVATION**



**NORTH ELEVATION**



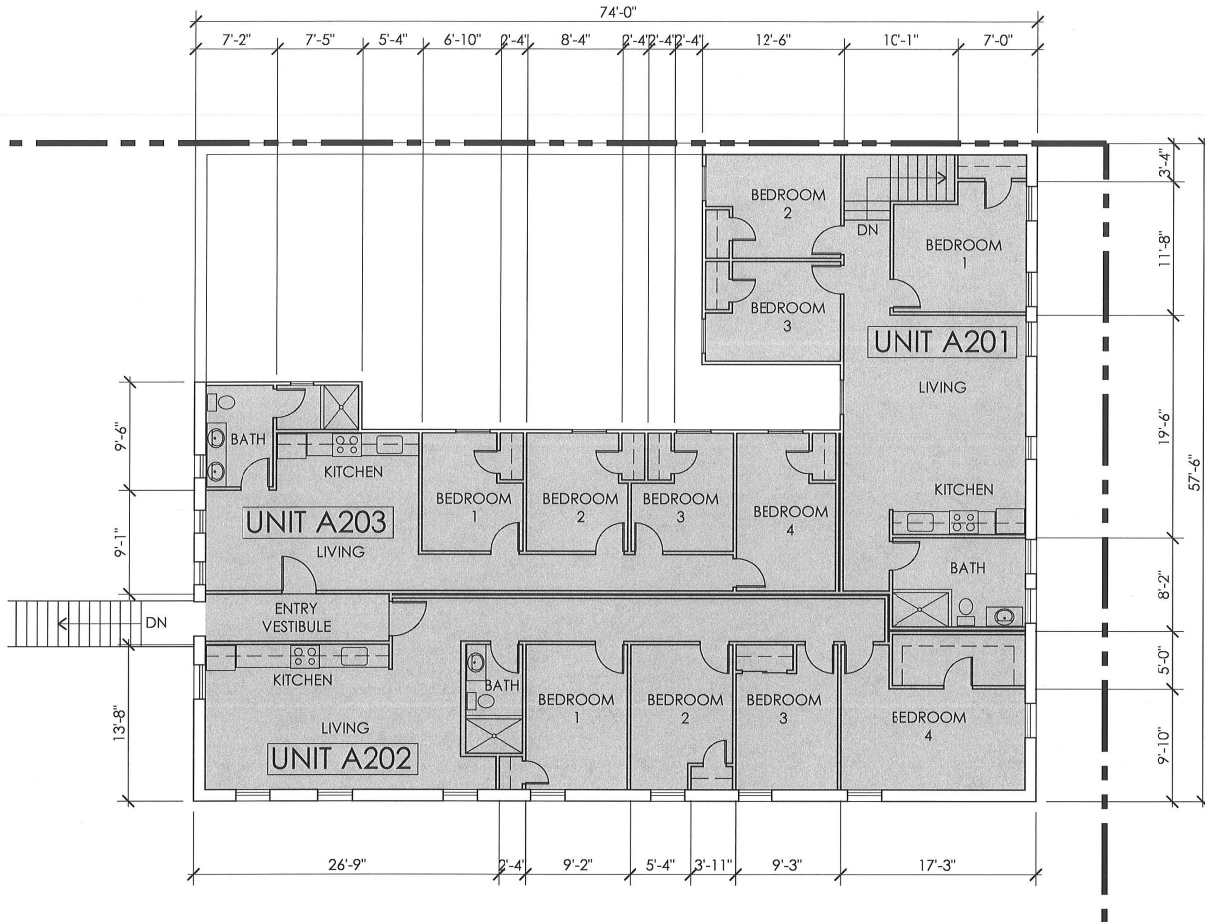
<b>ARRIS</b> STUDIO ARCHITECTS	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE 5/17/2022 JOB/PROJECT # A21007
	<b>ELEVATIONS</b>	SCALE SHEET 1" = 20' DRAWING SHEET 1" = 10'
	<b>A3.1</b>	



**NEW BUILDING FLOOR PLAN (1ST, 2ND & 3RD FLOORS SIMILAR)**



	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE: 5/17/2022 ARCHITECT: AJ2007 SCALE: 1" = 10' DRAWN BY: JAMESWELLS
	<b>NEW BUILDING FLOOR PLAN</b>	<b>A4.0</b>



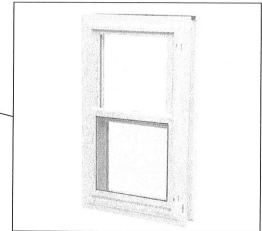
**EXISTING BUILDING 2ND FLOOR PLAN**



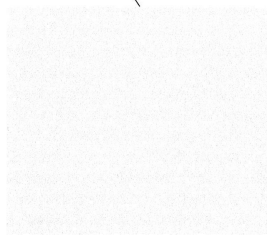
	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE: 5/17/2022 ARCH/PROJECT: A
	<b>EXISTING BUILDING</b> <b>2ND FLOOR PLAN</b>	SCALE: 1" = 10' DRAWN BY: JASB/SHELL CHECKED BY: 1" = 5'
	<b>A4.1</b>	



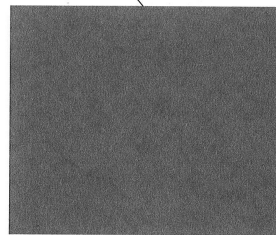
**SPANISH TILE ROOFING**  
CLAY 'S' TILES  
EL CAMINO BLEND



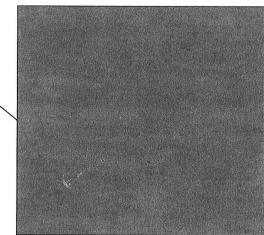
**SLIDING GLASS DOORS & WINDOWS**  
VINYL FRAMES  
WHITE



**SMOOTH STUCCO**  
LA HABRA  
X-40 (66) "DOVE GRAY"



**METAL TRIM AND ACCENTS**  
SHERWIN WILLIAMS  
SW7047 "PORPOISE"

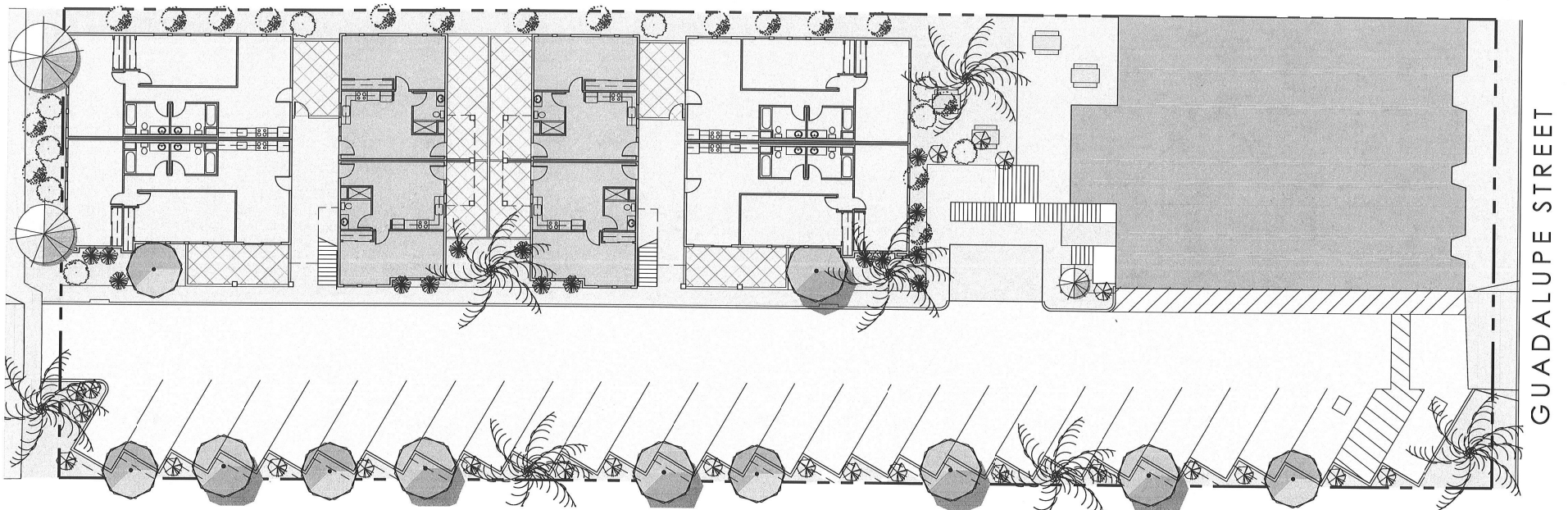


**HEAVY TIMBER BALCONIES**  
SHERWIN WILLIAMS  
RIVERWOOD

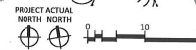
	<b>823 GUADALUPE ST</b> 823 GUADALUPE STREET GUADALUPE, CALIFORNIA	DATE 5/17/2022 APPR/PROJECT # A21007
	<b>COLOR &amp; MATERIAL BOARD</b>	SCALE 1" = 10' 1" = 5'
		<b>A5.0</b>

## LANDSCAPE LEGEND

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME
	24" BOX	<b>SHADE TREE</b>	
	15 GAL	OLEA EUROPAEA	OLIVETREE
	24" BOX	LAGERSTROEMANDICA WASHINGTONIA ROBUSTA	CRAPE MYRTLE MEXICAN FAN PALM
	5 GAL	<b>MEDIUM / LARGE SHRUBS</b>	
	5 GAL	FRANGULA CALIFORNICA	COFFEEBERRY
	5 GAL	HETEROMELES ARBUTIFOLIA COTTON EASTER LACTEUS	TOYON NON
	1 GAL	<b>SMALL SHRUBS / FLOWERS</b>	
	1 GAL	BACCHARIAS PILULARIS	CAOYOTE BUSH
	1 GAL	ARCTOSTAPHYLOS BERBERS THUNBERGI	MANZANITA BARBERRY
	1 GAL	<b>GROUND COVER / GRASS</b>	
	1 GAL	ROSEMARNUS OFFICINALIS	ROSEMARY
	1 GAL	ROSA FLOWER CARPET	CARPET ROSE
	1 GAL	HEMEROCALLUS CONTONEASTER DAMMERI	DAYLILY BEARBERRY COTTONEASTER

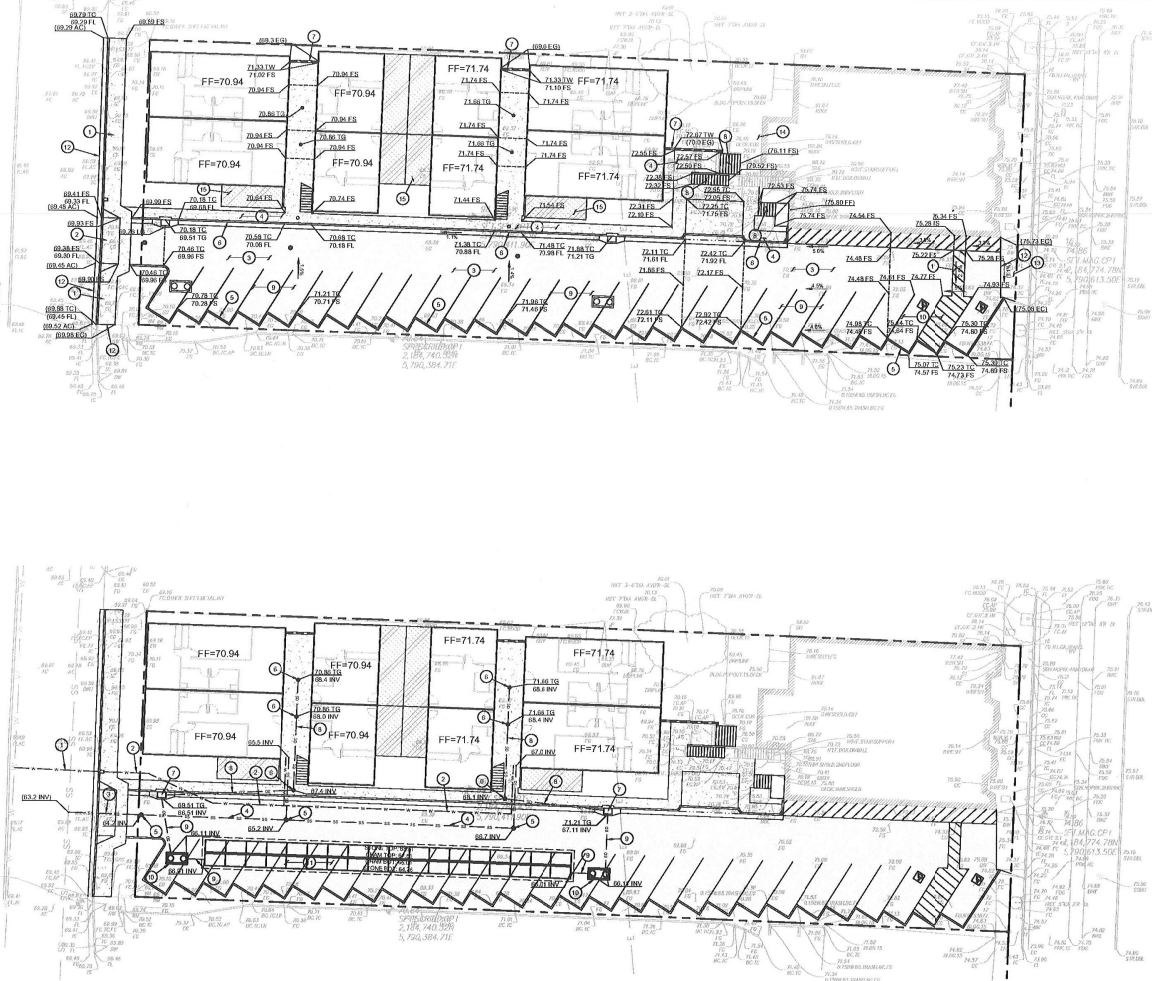


## LANDSCAPE PLAN



	<b>823 GUADALUPE ST</b>	DATE: 5/17/2022
	823 GUADALUPE STREET GUADALUPE, CALIFORNIA	PROJECT: A2207
	<b>LANDSCAPE PLAN</b>	SCALE: 1" = 20' DATE: 5/17/2022 DRAWN BY: L1.0





**SURVEY INFORMATION:**

TOPOGRAPHIC SURVEY PERFORMED DECEMBER 2021  
 BY ABOVE GRADE ENGINEERING  
 BENCHMARK: THE BASE OF ELEVATIONS USED FOR THIS SURVEY IS A SET SPRINKLER  
 SHOWN AS POINT NUMBER 89 HEREON HAVING AN ELEVATION OF 69.54 FEET.

**APPROXIMATE EARTHWORK INFORMATION:**

CUT 58 CY  
 FILL 400 CY  
 NET 342 CY  
 MAX DEPTH OF CUT 0.75 FT  
 MAX DEPTH OF FILL 2.91 FT  
 AREA OF DISTURBANCE 0.32 AC

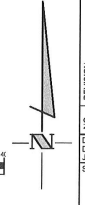
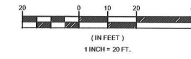
NOTE: THE EARTHWORK QUANTITIES SHOWN ARE FOR BIDDING AND ESTIMATING PURPOSES ONLY AND ARE CALCULATED FROM APPROXIMATE SURFACES TO EXISTING SURFACE. THE QUANTITIES DO NOT TAKE CONSTRUCTION INTO ACCOUNT, INCLUDING, BUT NOT LIMITED TO, SUBGRADE, AREA OF OBSERVATION AND RECONSTRUCTION. DIMENSIONS AND DIMENSIONS OF THE SCALE. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING EARTHWORK QUANTITIES FOR BIDDING AND CONSTRUCTION PURPOSES.

**① SPECIFIC CONSTRUCTION NOTES:**

1. CONSTRUCT PUBLIC SIDEWALK PER CITY OF SANTA MARIA.
2. CONSTRUCT CONCRETE DRIVEWAY APRON PER CITY OF SANTA MARIA.
3. CONSTRUCT ADMIXED CONCRETE PAVEMENT SECTION.
4. CONSTRUCT PEDESTRIAN CONCRETE FLATWORK.
5. CONSTRUCT 6" CONCRETE CURB.
6. CONSTRUCT 6" CURB & 18" BUTTER.
7. CONSTRUCT SITE REINFORCING WALL.
8. RECONSTRUCT STAIR CASE WITH NEW STEPS AND LANDINGS.
9. PROVIDE STANDARD PARKING STALL STRIPING.
10. PROVIDE ADA ACCESSIBLE PARKING STALL STRIPING PER CBC CHAPTER 11B.
11. PROVIDE ADA ACCESSIBLE DESIGNATED WALKWAY STRIPING PER CBC CHAPTER 11B.
12. MATCH EXISTING.
13. PROTECT-IN-PLACE EXISTING DRIVEWAY APRON.
14. PROTECT-IN-PLACE EXISTING DECK.
15. PAID PER ARCHITECT.

**② SPECIFIC CONSTRUCTION NOTES:**

1. INSTALL 2" WATER SERVICE TO 2" WATER METER PER CITY OF SANTA MARIA.
2. INSTALL 2" WATER LINE.
3. INSTALL 4" SEWER LATERAL PER CITY OF SANTA MARIA.
4. INSTALL 4" SEWER LINE AT 2.0%.
5. INSTALL SEWER CLEAN OUT.
6. INSTALL 6" DRAIN W/EE. PEDESTRIAN RATED GRATE.
7. INSTALL "MID-SLATE" CONCRETE C-3 CURB INLET.
8. INSTALL 4" STORM DRAIN LINE.
9. INSTALL 12" STORM DRAIN LINE.
10. INSTALL "MID-SLATE" CONCRETE 36"x36" TWO CHAMBERED CATCH BASIN.
11. INSTALL (8) "STORM TECH" 50"x70" CHAMBERS PER MANUFACTURER.



NO.	REVISION	DATE



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

*Todd Bodem*

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

**SUBJECT:** Consider entering into a Community Benefit Lease Agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast (DBA Boys & Girls Clubs of Mid Central Coast)

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2022-99 authorizing entering into a Community Benefit Agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast (DBA Boys & Girls Clubs of Mid Central Coast).

**BOYS & GIRLS CLUBS OF MID CENTRAL COAST HISTORY:**

Founded in 1966, Boys & Girls Clubs of Mid Central Coast (BGC MCC) has a strong reputation for providing safe, educational, and fun programs for local youth between the ages of 6-18. What started as one building—the flagship Railroad site in Santa Maria—has now expanded to two counties and 13 sites, with more than 2,700 registered youth members. Through outreach, including sponsored arts and sports programs, BGC MCC benefits an additional 4,000 local children each year.

BGC MCC focuses on providing programs to the youth and teens who need them most. BGC MCC programs are designed to achieve priority outcomes for lifetime success in 3 main areas: Education, Character, and Health.

Members reside on the Central Coast of California. Demographic data reveals 85% of members are Hispanic where Spanish is the predominant language spoken in the home, 70% of our members qualify for English Learner support in school, approximately 33% come from single parent homes, and approximately 90% qualify for free or reduced meal programs during the school year based upon state and federal guidelines. To help with that, the BGC MCC provides healthy daily snacks. Agriculture and hospitality are the dominant employer groups in a large part of the region and many of our members come from homes where one or more family members work in one of those industries. Other demographic data shows that 55% of members are male and 45% are female; 17% are teenagers and 83% are ages 6-12.

In Guadalupe, it is estimated that 37% of the city's population is under the aged of 18.

BGCMCC is currently running programs in the Mary Buren and McKenzie School Clubs such as the STEAM programs to provide resources and help with homework.

**BACKGROUND (LE ROY PARK FACILITY):**

Since 1998, the BGCMCC provided sports leagues in the City owned Le Roy Park facility. The Le Roy Park facility had seen signs of wear and the building developed mold, had HVAC and structural problems that made the building unusable. The City of Guadalupe secured a grant that funded the newly remodeled Le Roy Park facility. The Le Roy Park facility sits on a few acres and included in a building with amenities with a basketball court, restrooms, offices, meeting rooms; thereby, making a true multipurpose facility. BGCMCC has provided services to an average of 100 members/day of Guadalupe youth and has been working over the past 3 years with the City to come up with a plan for continued collaboration in serving our kids.

Once the building was nearly ready of occupancy use, a committee comprised of the BGCMCC, Recreation and Parks Commissioners Emily Dreiling, Robert Salinas, Mayor Julian, City Administrator Bodem and Recreation and Parks Manager Sanchez looked to again partner with BGCMCC and quickly discovered that the city cannot run a program of this magnitude or as cost effectively as the BGCMCC can. Therefore, over the past 2 ½ years, the city committee and the BGCMCC worked on a lease agreement to partner in the planning execution programming for our kids in this facility.

**SUMMARY OF THE LEASE TERMS:**

The agreement grants a lease to the BGCMCC for the community center building at Le Roy Park for an initial term of 10 years that will begin as of November 8, 2022, and end on November 7, 2032. Thereafter, the Club has the right to extend the lease for up to four (4) additional terms of 10 years at the sole option of the Club (provided that the Club is not in default of any provision(s) of the lease) and gives the City 60-days’ written notice of its intention to exercise one of its options.

The BGCMCC is not required to pay any rent to the City; however, the BGCMCC will pay for all utilities (estimated at \$9,000 - \$10,000 per month).

In addition, the BGCMCC will make the following investments to the facility (valued at approximately \$60,000):

- Network and Wireless Access Points. BGCMCC shall install a computer network including internet access and secure wireless access points throughout the building.
- Surveillance. BGCMCC shall install video and audio surveillance, including motion sensing flood lights, for the safety of the building and those who use the building.
- Security System. BGCMCC shall install a security system including motion sensors, door, and window sensors for the protection of the building and its contents.
- Key Safe. BGCMCC shall install a key safe containing copies of all keys for the building.

The BGCMCC will serve as the facility’s manager in partnership with the City to ensure the facility is made available to all applicable community uses outside of the BGCMCC’s normal hours (Mondays – Fridays from 10 a.m. to 6 p.m., and Saturdays from 9 a.m. to 1 p.m.) The BGCMCC will handle scheduling,

managing rental applications, staffing during its hours of operation, and will provide custodial services (at the BGCMCC's expense).

The BGCMCC will provide the City with a written monthly report that includes 90-day future rental & usage schedule, number of youths served, facility access control change log and programs provided for that previous month.

The BGCMCC will be permitted to install City approved signage, including a monument sign at the entry and on the main door, indicating the "Boys & Girls Clubs of Mid Central Coast: Ron Estabillo Clubhouse at Le Roy Park". All signage will be in accordance with the Guadalupe Sign Ordinance and approved by the Landlord.

The lease may only be terminated by expiration of the lease, by mutual agreement of both parties, or in the case of casualty (or by the City if the BGCMCC commits a material breach of one or more terms of the lease).

*BGCMCC's maintenance obligations:* The BGCMCC is required to, at its sole cost and expense, to keep, maintain, and repair the facility including, but not be limited to, any equipment installed by the BGCMCC, signs installed by the BGCMCC, floor coverings, wall-coverings, entry and interior doors, exterior and interior glass, light fixtures, bulbs, locks, fire extinguishers, furnishings (such as seating, carpeting and drapes, mirrors, and interior repainting), keeping the Premises free of pests and rodents, painting over/removal of graffiti on the exterior of the Building, and landscaping in the immediate area surrounding the Building defined as the Premises herein, but not any portion of the park area. The BGCMCC's also is required to establish a reserve maintenance fund to be used for these maintenance obligations in this Section 7.2. of the agreement.

*City's maintenance obligations:* The City is responsible for maintaining the physical structure of the facility, such as the structural elements, roof, plumbing, water heating system, electrical systems, HVAC equipment, exterior landscaping, and exterior painting (other than what the Club is responsible for), and the fire suppression system. However, the City is not be required to make repairs caused by the negligence or willful misconduct of the BGCMCC or arising from its operations.

**FISCAL IMPACT:**

Although the City is not receiving any rent from the BGCMCC, it is the committee's belief that the BGCMCC's lease of the of the Le Roy Park facility, will meet certain criteria to ensure a mutually beneficial partnership of providing services to the community. It is understood that the City will not achieve a dollar-for-dollar cost recovery, but many believe that the 'value' of the services provided by the BGCMCC will exceed the fair market value of the rent at the property.

**ATTACHMENTS:**

1. Resolution No. 2022-99
2. Community Benefit Lease

## RESOLUTION NO. 2022-99

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
AUTHORIZING FOR THE EXECUTION OF AN COMMUNITY BENEFIT LEASE AGREEMENT BY AND  
BETWEEN THE CITY OF GUADALUPE AND THE BOYS & GIRLS CLUBS OF CENTRAL COAST, DBA BOYS  
AND GIRLS' CLUBS OF MID CENTRAL COAST**

**WHEREAS**, since 1966, Boys & Girls Clubs of Mid Central Coast (BGCMCC) has had a strong reputation for providing safe, educational, and fund programs for local youth between the ages of 6-18 serving local youth now expanded to two counties and 13 sites; and

**WHEREAS**, it is estimated that 37% of Guadalupe's population is under the age of 18 years; and

**WHEREAS**, in 1998, the BGCMCC provided sports leagues in the City owned Le Roy Park facility, but the building became dilapidated and unusable due to the existence of mold, HVAC and structural issues; and

**WHEREAS**, the City secured over \$5 million in grant funds to remodel the Le Roy Park facility that is now usable today; and

**WHEREAS**, after the completion of this facility, the City started discussions about the development of a mutual agreement with the BGCMCC for said services; and

**WHEREAS**, since the City has limited personnel and general fund budget, it was determined that the BGCMCC is the only nonprofit capable of providing the level of services needed for its youth much needed youth programs; and

**WHEREAS**, the BGCMCC will serve as the facility's manager in partnership with the City to ensure the facility is made available to all applicable uses outside of the BGCMCC's normal hours (Mondays-Fridays from 10 a.m. to 6 p.m. and Saturdays from 9 a.m. to 1 p.m.); and

**WHEREAS**, the BGCMCC is not required to pay any rent to the City; however, the BGCMCC will pay for all utilities and will provide for an investment to the facility for Networks and Wireless Access Points, Surveillance, Security System, and Key Safe; and

**WHEREAS**, the City deems it advantageous to itself to lease said property to the BGCMCC an initial term of 10 years that will begin as of November 8, 2022, and end on November 7, 2032; and

**WHEREAS**, the BGCMCC has the right to extend the lease for up to four (4) additional 10 years at the sole option of the BGCMCC (provided that the BGCMCC is not in default of any provisions (s) of the lease) and gives the City 60-days' written notice of it intention to exercise its options.

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

**SECTION 1:** The City the community benefit lease agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast, DBA Boys and Girls' Clubs of Mid Central Coast (attached to the staff report for this item as Attachment 1) is hereby approved.

**SECTION 2:** The Mayor is authorized to sign this lease on behalf of the City.

**SECTION 3:** 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.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of November 2022 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-99** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney

**COMMUNITY BENEFIT LEASE AGREEMENT**

**by and between**

**CITY OF GUADALUPE,  
a municipal corporation “Landlord”**

**and**

**Boys & Girls Clubs of the Central Coast,  
DBA Boys & Girls Clubs of Mid Central Coast  
a California non-profit public benefit corporation “Tenant”**

## COMMUNITY BENEFIT LEASE AGREEMENT

THIS COMMUNITY BENEFIT LEASE AGREEMENT (“this Lease”) is made effective this day of November 8, 2022, by as and between the CITY OF GUADALUPE, a municipal corporation (“Landlord”), and BOYS & GIRLS CLUBS OF THE CENTRAL COAST, a California non-profit public benefit corporation (“Tenant”). Landlord and Tenant are sometimes individually referred to as a “Party” and jointly as the “Parties.”

### RECITALS

**A.** Landlord owns, certain real property located in the City of Guadalupe, County of Santa Barbara, as follows: that certain real property, commonly identified as 4689 11th St., Guadalupe (APN 468-993-434) (“Property”), improved with a community center used for community purposes (“Building”), with adjacent improved park and landscaping, and parking. The building and abutting landscaped areas is the subject of this Lease and is also referred to as the “Premises.”

**B.** Tenant is a non-profit corporation currently conducting activities for the benefit of community youth.

**C.** The Parties desire to enter into a written lease agreement and to confirm the rights and obligations of both Parties therein. Pursuant to the terms of this Lease, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises, for Tenant’s and community’s use benefiting the community.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises of the Parties set forth in this Lease, Landlord and Tenant hereby agree as follows:

### 1. LEASE OF PREMISES; CONDITION OF PREMISES.

- 1.1. **Lease.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises solely for the uses specified in Section 4.
- 1.2. **Condition of Premises.** Tenant acknowledges it has and shall accept the Premises from Landlord in its “AS IS” condition without representation or warranty, with the understanding Tenant has inspected the premises and is aware of its condition.
- 1.3. **Monthly Report.** Tenant shall provide a monthly report to the City Recreation Commission to include 90-day future rental and usage schedule, number of youths served, Building access control change log and Tenant programs provided in the past month.

### 2. EFFECTIVE DATE; TERM.

- 2.1. **Effective Date.** This Lease shall be deemed effective as of November 8, 2022 (“Effective Date”). All other Tenant’s rights and obligations under this Lease shall commence as of the Effective Date.



- 2.2. **Term.** The initial term of this Lease shall commence on the Effective Date for a fixed term of ten years, and terminate, without notice, at midnight on November 8, 2032 (“Initial Term”). Tenant has the option of extending the Initial Term for four (4) consecutive ten-year period (“Extended Term”). To extend the Initial Term and exercise its option for each Extended Term, Tenant must not be in default under this Lease and have given Landlord 60-days’ written notice of Tenant’s desire to extend the Initial Term or Extended Term, as applicable.

### 3. RENT & PERFORMANCE STANDARDS.

- 3.1. **Monthly Rent.** Landlord agrees Tenant shall not pay any rent under this Lease. The parties agree to the rent in exchange for the valuable services Tenant will provide to the City of Guadalupe and its residents as described herein.
- 3.2. **Performance Standards.** As material consideration for this Lease, Tenant covenants to comply with the following requirement (“Performance Standard”):
- a. in partnership with the Recreation Services Manager, or other person as designated by Landlord, ensure the Building is made available to all applicable community uses outside normal Tenant usage hours.
  - a. in partnership with the City, proactively manage the Building, including scheduling all available rooms in the Building, managing the City approved rental application process, staffing the Building during the agreed upon hours of operation, and providing custodial services.
  - b. vigorously operate within the framework of Tenant’s board approved safety policies, which surpass all state and federal laws regarding child safety and mandated reporting.  
*<https://centralcoastkids.org/safety/safety-policies/>*
  - c. diligently maintain and repair the Premises, in compliance with Section 7.1.
  - d. provide Recreation Services Manager a written monthly report that includes 90-day future rental & usage schedule, number of youths served, Building access control change log and Tenant programs provided for that previous month.
  - e. provide a quarterly report to Guadalupe City Council including number of youths served, youth demographics & programs provided.
- 3.3. **Payment of Obligations.** All monetary obligations to be paid by Tenant to Landlord shall be in lawful money of the United States of America at the address specified in Section 26.12, or such other address as Landlord shall notify Tenant in writing.
- 3.4. **Security Deposit.** Tenant is not required to provide, and has not provided, a security deposit to Landlord.

#### 4. USES.

##### 4.1. Authorized Uses; Minimum Program Requirements.

4.1.1. Authorized Uses. Tenant shall manage the community center on behalf of, and in partnership with the City, benefiting the community of Guadalupe. Working directly with the Recreation Services Manager and frequently enough to keep the Recreation Services Manager reasonably informed and to ensure any Building management issues are addressed, review Building access scheduling and the building is operating smoothly.

Tenant shall use the Premises to provide benefit to the community youth, as follows: services and activities to include academic enrichment; art programs; character and leadership development; drama instruction; organized sports; health and life skills; and community service projects, for students in K through 12th grade. As material consideration for this Lease, Tenant agrees to use the Premises and conduct all its operations on the Premises under the designation of The Boys & Girls Clubs of Mid Central Coast or any successor organizational name.

On behalf of the City, the Tenant, using the City approved rental application process, shall facilitate third parties to hire the Premises for a short-term use, including, but not limited to birthday parties, weddings, or receptions; provided, that all other terms and conditions of this Lease are met. The Tenant shall receive a fee for its staffing, custodial services and other costs associated with its rental services if such services are provided by Tenant. The fee shall be agreed to by Tenant and Landlord, but shall be no less than the amount Tenant must pay to furnish its services described herein.

Tenant shall also work with and coordinate with the Recreation Services Manager for use of the Building outside of Tenant's hours of operations (set forth in Section 4.1.2) when the City wishes to make use of the Building for its purposes and when the City wishes to allow use of the Building by non-profit organizations on terms acceptable to the City.

4.1.2. Hours of Operation. Tenant shall operate Monday through Friday 10 am - 6 pm and Saturday 9 am - 1pm. Tenant shall choose whether or not to operate on holidays. Tenant shall also be able to use the Premises or rent it outside of its normal hours of operations in accordance with City approved rental or use processes.

4.2. Prohibited Uses. Tenant shall not use, or permit the Premises, or any part thereof, to be used for any purpose or purposes other than those express uses specified in Section 4.1 or permitted herein.

Tenant shall not sell or permit to be displayed, performed, sold, kept, or used in or about

the Premises anything which may be prohibited by standard forms of fire insurance policies.

Tenant shall not violate any requirements, pertaining to the use of the Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering the buildings within the Premises and appurtenances.

Tenant shall not allow any animals on the Premises except service dogs as defined in federal and state law.

Tenant shall not permit smoking or vaping on any portion of the Premises.

Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Premises or any adjacent premises.

Tenant shall not engage in any activity in, on or about the Premises that violates any Environmental Law (as defined below), and shall promptly, at Tenant's sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any Hazardous Material created or caused directly or indirectly, by Tenant. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601, et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901, et seq.; (iii) California Health and Safety Code Sections 25100, et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; (v) California Health and Safety Code Section 25359.7; (vi) California Health and Safety Code Section 25915; (vii) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317, et seq.; (viii) California Water Code Section 13000, et seq.; and (ix) California Civil Code Section 3479, et seq., as such laws are amended and the regulations and administrative codes applicable thereto. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste", "or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the Parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Tenant shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq. Tenant shall provide prompt written notice to Landlord of the existence of Hazardous Materials on the Premises and all notices of violation of the Environmental Laws received by Tenant. Notwithstanding the foregoing, Tenant is not responsible for the remediation or removal of any Hazardous Materials which Tenant

did not directly or indirectly cause to be placed at the Premises.

4.3. **Abandonment.** Tenant shall not vacate or abandon the Premises at any time during the Initial Term or Extended Term, as applicable, of this Lease. Upon termination of this Lease for any reason, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned and, at the option of Landlord, shall become the property of Landlord after notice to Tenant as required by law.

5. **REAL ESTATE TAXES.** Tenant shall pay any and all real property taxes applicable to Tenant's possessory interest in the Premises. All such payments shall be made at least ten days prior to the due date of the applicable installment. Tenant shall promptly (at least five days prior to the due date) furnish Landlord with satisfactory evidence that such taxes have been paid. If any such taxes to be paid by Tenant shall cover any period of time after the expiration or earlier termination of the Initial Term and Extended Term, as applicable, hereof, then Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year that this Lease is in effect, and Tenant may apply to the County for reimbursement of any overpayments after such proration. Notwithstanding anything above to the contrary, to the extent any assessment is levied against the Premises payable in installments, Tenant shall pay all installments coming due and payable during the Initial Term and Extended Term, as applicable of this Lease.

Tenant acknowledges although Landlord is a municipal entity exempt from real property taxes, Tenant's possessory interest under this Lease may be subject to real property taxation.

Upon request, Landlord agrees to work with Tenant to assist in providing information to the County Tax Assessor to reduce the valuation of Tenant's possessory interest in the Premises. Landlord provides no assurance to Tenant that it will be successful in such efforts and that Tenant may be required to pay real property taxes.

6. **PERSONAL PROPERTY TAXES.** During the Initial Term and Extended Term, as applicable, Tenant shall pay prior to delinquency all taxes assessed against the levied upon fixtures, furnishings, equipment, and all other personal property owned by Tenant (excluding Landlord's personal property) located in the Premises, and when possible, Tenant shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from Landlord's personal property. In the event any or all of Tenant's fixtures, furnishings, equipment, and other personal property shall be assessed and taxed with Premises, Tenant shall pay its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

7. **MAINTENANCE AND REPAIRS.**

7.1. **Maintenance and Repair by Tenant.** Except the specific maintenance obligations of Landlord as set forth in Section 7.2, Tenant shall at all times during the Initial Term and Extended Term, as applicable, and at Tenant's sole cost and expense, keep, maintain, and repair the Premises in good and sanitary order and condition. Such obligations shall include, but not be limited to, any equipment installed by Tenant, signs installed by Tenant, floor coverings, wall-coverings, entry and interior doors, exterior and interior glass, light fixtures, bulbs, locks, fire extinguishers, furnishings (such as

seating, carpeting and drapes, mirrors, and interior repainting), keeping the Premises free of pests and rodents, painting over/removal of graffiti on the exterior of the Building, and landscaping in the immediate area surrounding the Building defined as the Premises herein, but not any portion of the park area.

Tenant shall also hire a cleaning service/custodian, who shall keep the Premises in good and sanitary order on a daily basis.

Tenant shall maintain a written record to evidence the regular performance of maintenance and upkeep of the facility consistent with the maintenance standards.

Upon termination of this Lease, the Premises shall be surrendered in a good, clean, and sanitary condition except for reasonable use and wear. Tenant agrees to surrender the Premises in its original condition, together with all additional improvements or alternations, which have been approved by Landlord and installed by Tenant pursuant to Section 8.1. If Landlord wants to reserve the right to require Tenant to remove any such additional improvements upon the expiration or earlier termination of this Lease, Landlord must reserve such right in its notice of approval. If Tenant is required to remove any improvements from the Premises upon termination of this Lease, then Tenant shall do so at Tenant's sole cost and expense, and Tenant will repair any damage to the Premises caused by such removal. Tenant shall promptly notify Landlord in writing of any condition in the Premises that require repairs by Landlord ("Repair Notice"), which shall be made by Landlord, subject to Section 7.2.

Tenant shall establish a reserve maintenance fund within one year of the commencement date of the Lease. The reserve fund will be exclusively the Tenant's asset, but used for the Tenant's maintenance obligations in this Section 7.2. Tenant acknowledges Tenant's maintenance obligations under this Section are material consideration to Landlord for this Lease and, therefore, this Section 7.1 shall be construed liberally for the protection and preservation of the Premises.

- 7.2. **Limited Maintenance and Repair by Landlord.** Landlord shall only be responsible to maintain in good repair and in compliance with all applicable laws, ordinances, and regulations, at Landlord's sole cost and expense, **only** (i) the physical structure of the Premises, such as the structural elements, roof, plumbing, water heating system, electrical systems, HVAC equipment, exterior landscaping and exterior painting, fire suppression system, and (ii) subject to the sole discretion of Landlord's City Council. If the City Council does not approve that maintenance and that deems the Premises uninhabitable, then this Lease shall automatically terminate when Tenant vacates the Premises due to that uninhabitability.

Notwithstanding the foregoing, Landlord shall not be required to make repairs necessitated by reason of (i) the negligence or willful misconduct of Tenant, or any of Tenant's staff, volunteers, students, contractors, invitees, patrons, or customers; (ii) by reason of the failure of Tenant to perform or observe and promptly report to Landlord any conditions the repair of which are Landlord's responsibility; or (iii) by reason of the failure of Tenant to perform or observe the conditions or agreements in this Lease, or caused by unauthorized alterations, additions or improvements made by Tenant or

anyone claiming under Tenant (collectively the Tenant Caused Damages). Tenant shall be solely responsible, at its sole cost and expense to repair any Tenant Caused Damages.

Upon receipt of a Repair Notice, Landlord shall have a reasonable period of time to decide whether to commence the repairs and then to commence the repairs. Upon commencement of repairs, Landlord shall use reasonable efforts to diligently complete same. Tenant and Landlord shall jointly conduct an annual inspection of the Premises every March to aid Landlord in determining if any repairs by Landlord may be necessary.

Any renovation work performed by Landlord to the Premises shall not unreasonably interfere with Tenant's operations.

## 8. ALTERATIONS

**8.1 To Premises.** Except for the items listed below in this Section, which Tenant has agreed to perform as part of the valuable consideration for this Lease, Tenant shall not make any alterations to the Premises, or any part thereof, without the prior written consent of Landlord. If Tenant wishes to make additional improvements to the Premises, then Tenant shall notify Landlord in writing specifying in reasonable detail the proposed alterations and the cost thereof. Within thirty (30) days after receiving such notice from Tenant, Landlord shall send written notice to Tenant indicating whether Landlord approves or disapproves of the contemplated improvements. The City Administrator may act on behalf of Landlord for approvals or disapprovals under this Section unless approval by the City Council is required by law or requested by the City Administrator. Landlord's approval shall not be unreasonably withheld, and any disapproval shall be in writing and shall explain the reasons for the denial. However, as a condition to granting its approval to any of the improvements, Landlord may require Tenant to provide Landlord with reasonably satisfactory evidence of Tenant's financial ability to pay for the costs of the improvements and may require a completion bond be provided to Landlord or other security reasonably acceptable to Landlord. Any such alterations shall comply with all applicable laws and regulations. All improvements (excluding minor improvements as determined by Landlord) which are approved by Landlord shall be under the supervision of a licensed architect or structural engineer (at Tenant's cost) and made in accordance with plans and specifications approved in writing by Landlord prior to the commencement of such work. All work shall be done in a good and workmanlike manner, diligently prosecuted to completion, and paying of prevailing wages if required by law. All such improvements shall immediately be deemed a part of the Premises and may not be removed by Tenant. Prior to commencing any work of improvement hereunder, Tenant shall notify Landlord so that Landlord can post and record an appropriate Notice of Non-Responsibility.

These following alterations will be added to the Building at the expense of the Tenant without further approval of Landlord as required in this Section:

8.1.1 **Network and Wireless Access Points.** Tenant shall install a computer network including internet access and secure wireless access points throughout the Building.

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8.1.2 **Surveillance.** Tenant shall install video and audio surveillance, including motion sensing flood lights, for the safety of the Building and those who use the Building. Surveillance system will be operated in strict accordance to our published safety policies: <https://centralcoastkids.org/safety/safety-policies/>

8.1.3 **Security System.** Tenant shall install a security system including motion sensors, door and window sensors for the protection of the Building and its contents. The Recreation Services Manager will be assigned an access code to the security system. Security system will be operated in strict accordance to our published safety policies: <https://centralcoastkids.org/safety/safety-policies/>

8.1.4 **Key Safe.** Tenant shall install a key safe containing copies of all keys for the Building. Recreation Services Manager will be provided a master key to the Building. Key safe will be operated in strict accordance to our published safety policies: <https://centralcoastkids.org/safety/safety-policies/>

8.1.5 **Primary Entry.** Tenant shall work with the Landlord and the appropriate design professionals (Architecture & Engineering) to create a secure and safe entry way into the Building.

9. **COMPLIANCE WITH LAWS.** Except as to the specific obligations of Landlord under Section 7.2, Tenant shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the Premises, and shall faithfully observe in said use all municipal ordinances, including, but not limited to, the general plan and zoning ordinances, state and federal statutes, or other governmental regulations now in force or which shall hereinafter be in force. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between Landlord and Tenant.

## 10. INSURANCE.

10.1. **Landlord to Provide Property Insurance.** Landlord shall maintain, at Landlord's sole cost and expense, fire, and excess coverage insurance throughout the term of this Lease, on all buildings and improvements located on the Premises (and fixtures thereto), in an amount equal to one hundred percent of the replacement value of the Premises, together with such other insurance, coverages and endorsements as Landlord may determine in its sole discretion. Landlord shall be able to self-insure for this coverage. Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of loss or damage (including consequential loss) resulting from any of the perils insured against as a result of said insurance.

### 10.2. **Tenant's Insurance Obligations.**

10.2.1. **Liability Insurance.** During the entire term of this Lease, Tenant shall, at

Tenant's sole cost and expense, for the mutual benefit of Landlord and Tenant, maintain comprehensive general liability insurance insuring against claims for bodily injury, death or property damage occurring in, upon or about the Premises, written on a per occurrence basis in an amount not less than either (i) a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury, death, and property damage or (ii) bodily injury limits of Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) products and completed operations and property damage limits of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2.2. **Worker's Compensation Insurance.** Tenant shall, at Tenant's sole cost and expense, maintain a policy of worker's compensation insurance in an amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Tenant and Landlord against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Tenant in the course of conducting Tenant's business in the Premises.
- 10.2.3. **Business Automobile Coverage Insurance.** Tenant shall, at Tenant's sole cost and expense, for the mutual benefit of Landlord and Tenant, maintain Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent, with combined single limits of liability not less than One Million Dollars (\$1,000,000) per accident. If Tenant owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Tenant or Tenant's employees will use personal autos in any way for the operation of any business on the Premises, then Tenant shall provide evidence of personal auto liability coverage for each such person.
- 10.2.4. **General Provisions.** All of the policies of insurance required to be procured by Tenant pursuant to this Section 10.2 shall be primary insurance and shall name Landlord as additional insureds. All policies shall waive all rights of subrogation and provide that said insurance may not be amended or canceled without providing thirty-days' prior written notice by registered mail to Landlord. Within ten business days after execution of this Lease by the last Party to sign, and at least thirty days prior to the expiration of any insurance policy, Tenant shall provide Landlord with certificates of insurance and full copies of the insurance policies evidencing the mandatory insurance coverages written by insurance companies acceptable to Landlord, licensed to do business in California and rated A:VII or better by Best's Insurance Guide. Landlord may require an increase in the coverage and/or the types of coverage from time to time upon written notice to Tenant. Each of the Parties, on behalf of their respective insurance companies insuring such property of either Landlord or Tenant against such loss, waive any right of subrogation that it may have against the other.



**11. INDEMNIFICATION.** Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, the occupancy of the Premises by Tenant, the conduct of Tenant's business, any act, omission or neglect of Tenant, its officers, directors, members, employees, agents or contractors, and out of any breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease, except for matters which are the result of Landlord's negligence, intentional wrongful acts, willful misconduct or default of this Lease. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if Landlord shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Tenant or its counsel.

Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of Landlord or Landlord's employees, contractors or agents.

**12. NO LIENS.** Tenant shall keep the Premises, free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant or alleged to have been incurred by Tenant. If Tenant shall fail to pay any charge for which a mechanic's lien claim and suit to foreclose the lien have been filed, and shall not have obtained the release of said lien from the property subject to such lien, Landlord may (but shall not be so required to) pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, together with interest at the rate prescribed in Section 26.5, on the amount of the mechanic's lien claim.

**13. SIGNS.** Tenant shall not place or permit to be placed any signs upon the exterior or in the windows of the Premises without Landlord's prior written consent. Any sign installed without such approval shall be immediately removed by Tenant and, if said sign is not removed by Tenant within three days after written notice from Landlord to Tenant, then Landlord may remove and destroy the sign without Tenant's approval and without any liability to Tenant. Tenant shall not modify or alter any of the signs without the prior written approval of Landlord's City Administrator or designee, which approval shall not be unreasonably withheld

or delayed. Landlord shall reply to any proposed alteration within fourteen days from submission. Any revision shall comply with the Guadalupe Municipal Code requirements related to signage prior to any revisions actually being made to the signs. Tenant shall maintain the signs in good condition and repair at all times during the entire term at its sole cost and expense.

13.1. Tenant shall install a City approved signage, including a monument, at entry and on the main door, indicating the “Boys & Girls Clubs of Mid Central Coast: Ron Estabillo Clubhouse at Le Roy Park”. All signage will be in accordance to the Guadalupe Sign Ordinance and approved by the Landlord.

#### **14. UTILITIES.**

14.1. **Tenant’s Responsibilities.** Tenant shall pay, before delinquency, all charges for water, gas, heat, electricity, power, sewer, telephone service, internet, solid waste collection and all other services and utilities used in, upon, or about the Premises during the entire term of this Lease. Tenant shall pay such fees, assessments or charges as may be levied for the operation, maintenance and service of such facilities and shall comply with reasonable rules and regulations established from time to time for use thereof. Tenant shall insure trash and debris produced by the activities on Premises do not accumulate on the Premises.

**15. ENTRY AND INSPECTION.** Tenant shall permit Landlord and its employees and agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs, alterations or additions or performing the improvements to any portion of said building(s), including the erection and maintenance of such scaffolding, canopy, and fences as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions or repairs, or for the purpose of placing upon the Premises any usual or ordinary signs for public safety as determined by Landlord. Landlord shall be permitted to do any of the above without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. Landlord shall make reasonable efforts to coordinate times for any repairs deemed necessary with Tenant to reduce to the extent practicable any interference with Tenant’s use of the Premises.

#### **16. DAMAGE AND DESTRUCTION.**

16.1. **Notice to Landlord.** Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Premises.

16.2. **Partial Casualty to Premises.** In the event the Building located on the Leased Premises is damaged by fire or other perils then:

A. In the event of total destruction, this Lease will terminate.

B. In the event of partial destruction, and if the damage thereto is such that the Building may be repaired, reconstructed, or restored within a period of one hundred eighty (180) days from the date of such partial destruction, Lessor shall commence and proceed diligently with the work of repair reconstruction and restoration and this Lease shall continue in full force and effect. If the total time for reconstruction shall exceed one

hundred eighty (180) days from the date of such destruction, Lessee shall have the option to terminate this Lease. In either event, Lessor shall give Lessee written notice of Lessor's intention within thirty (30) days of the destruction.

- 16.3. **Reconstruction.** In the event of any reconstruction of the Premises under this Section 16, Landlord shall be obligated to reconstruct the Premises only to the extent of the condition of the Premises prior to the damage.
- 16.4. **Termination.** Upon any termination of this Lease under any of the provisions of this Section 16, the Parties shall be released thereby without further obligations to the other Party coincident with the surrender of possession of the Premises to Landlord, except for obligations, which have theretofore accrued and be then unpaid, and except for Tenant's obligations under Section 11.
- 16.5. **Determination of Percentage of Damage or Destruction.** If either Landlord or Tenant contends the percentage of the damage or destruction referred to above exceeds one-year's rent total and the other Party disagrees, then the determination of the percentage shall be made in writing by a senior officer of the insurance company that is to make insurance proceeds available for replacement or repair. If said insurance company elects not to render such a determination in a timely manner, or no determination is rendered for any other reason, then, in such event, upon fifteen- days' prior written notice to Tenant, Landlord's determination shall be deemed the agreed upon determination of the damage or destruction.

**17. ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet the Premises or assign this lease without the written consent of Landlord.

**18. DEFAULT AND REMEDIES; TERMINATION.**

- 18.1. **Default by Tenant.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
- (i) Failure to perform any provision of this Lease (other than the payment of money) if the failure to perform is not cured within thirty days after receiving written notice of the default from Landlord. If the default cannot be reasonably cured within thirty days, then Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty-day period and diligently and in good faith continues to cure the default and cures it within one hundred eighty days after commencement.
  - (ii) Failure of Tenant to meet or comply with the Performance Standard.
  - (iii) Vacation or abandonment of the Premises by Tenant for more than 15 days unless the vacation or abandonment is as a result of a required closure by a governmental entity.
  - (iv) Making a general assignment for the benefit of creditors.
  - (v) Filing of a voluntary petition in bankruptcy or the adjudication of Tenant as

a bankrupt.

- (vi) Appointment of a receiver to take possession of all or substantially all the assets of Tenant located at the Premises or of Tenant's leasehold interest in the Premises.
- (vii) Filing by any creditor of Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing.
- (viii) Attachment, execution, or other judicial seizure of all or substantially all the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within sixty (60) days.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, without further notice or demand, rectify or cure such default, and any sums expended by Landlord for such purposes shall be paid by Tenant to Landlord upon demand. In the event of any such default or breach by Tenant, Landlord shall have the right to continue the lease in full force and effect and enforce all of its rights and remedies under this Lease, or Landlord shall have the right at any time thereafter to elect to terminate the Lease and Tenant's right to possession thereunder. Upon such termination, Landlord shall have the right to recover from Tenant any damages incurred by Landlord as a result of the termination. Such efforts as Landlord may make to mitigate the damages caused by Tenant's breach of this Lease shall not constitute a waiver of Landlord's right to recover damages against Tenant hereunder.

Notwithstanding any of the foregoing, the breach of this Lease by Tenant, or an abandonment of the Premises by Tenant, shall not constitute a termination of this Lease, or of Tenant's right of possession hereunder, unless and until Landlord elects to do so, and until such time Landlord shall have the right to enforce all of its rights and remedies under this Lease. Failure of Landlord to terminate this Lease shall not prevent Landlord from later terminating this Lease or constitute a waiver of Landlord's right to do so.

- 18.2. **No Waiver.** Acceptance of any performance under this Lease shall not be deemed a waiver of any default or a waiver of any of Landlord's remedies.
- 18.3. **Landlord's Default.** Except as may be elsewhere expressly provided in this Lease, Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty days are required for performance then Landlord shall not be deemed in default if Landlord commences performance within the thirty (30) day period and thereafter diligently prosecutes the same to completion.
- 18.4. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except Tenant i) cannot seek money damages or pursue an action in law; and ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity.

18.5. **Termination.**

18.5.1. The Parties acknowledge that this Lease shall be terminated immediately at the occurrence of any of the following events:

- a. By expiration of the Lease;
- b. By mutual agreement of both Parties; or
- c. In the case of casualty as provided for in Section 16.

18.5.2. The Parties acknowledge this Lease may be terminated by Landlord upon if Tenant fails to meet the Performance Standard and fails to correct the violation of the Performance Standard after 30 days' written notice from Landlord.

18.5.3. Termination of this Lease shall not extinguish Tenant's obligations to pay taxes and of defense and indemnification.

**19. FORCE MAJEURE.** If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, pandemics, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the Party obligated (financial inability excepted), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**20. CONDEMNATION.** In the event a condemnation or transfer in lieu thereof results in a taking of any substantial and/or material portion of the Premises, Landlord or Tenant may, upon written notice given to the other Party within thirty days after such taking or transfer in lieu thereof, terminate this Lease. In connection therewith, Landlord and Tenant acknowledge that:

- a. Landlord (acting as the City of Guadalupe) possesses the power to take the Premises through eminent domain proceedings; and
- b. The business to be conducted by Tenant upon the Premises is not a viable business without financial assistance from Landlord, therefore if Tenant must vacate the Premises, it will be extremely impractical, if not impossible, for Tenant to operate its business elsewhere. Therefore, upon such termination Tenant shall have the right to claim and recover from Landlord and/or the condemning authority only the amount equal to the value of any improvements installed by Tenant. Tenant shall **not** receive any value related to the leasehold value of the property which shall be paid solely to Landlord.

**21. USE OF LANDLORD'S NAME.** Tenant shall not use Landlord's name for advertising or promotion without Landlord's prior written consent which may be granted or withheld in its sole discretion.

- 22. TRADE FIXTURES.** Tenant has the right to use the Landlord's personal property located on the Premises, but Tenant shall, at its own cost and expense, install and equip the Premises with all furniture, fixtures, trade fixtures, equipment and personal property reasonably required for the operation of Tenant's business. Any and all fixtures and appurtenances installed by Tenant shall conform with the requirements of all applicable laws and regulations. All furniture, equipment, and trade fixtures installed by Tenant shall remain the property of Tenant during the Initial Term and Extended Term. On termination of this Lease, Tenant may, provided Tenant is not in default of this Lease, remove at its own expense all trade fixtures, equipment, and its personal property. At termination of this Lease, if Tenant has left any merchandise, furniture, equipment, signs, trade fixtures or other personal property in the Premises, Landlord may give Tenant written notice to remove such property. In the event such property is not removed within fifteen days after the date of said notice, Landlord may dispose of said property in any manner whatsoever and Tenant hereby waives any claim or right to said property or any proceeds derived from the sale thereof. Any damage to the Premises resulting from the installation or removal of any of said trade fixtures or equipment shall be repaired by Tenant at Tenant's sole cost and expense.
- 23. QUIET ENJOYMENT.** As long as Tenant is not in default under this Lease, Tenant shall have quiet enjoyment of the Premises during the Initial Term and Extended Term, as applicable.
- 24. HOLDOVER.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over after the expiration of the Initial Term and Extended Term, as applicable, of this Lease, with the consent of Landlord, express or implied, shall be construed to be a tenancy from month to month, cancelable upon thirty-days' written notice, and at a monthly rent equal to \$500 per month and upon terms and conditions as existed during the last month of the Initial Term or extended Term, as applicable.
- 25. NOTICE AND WAIVER REGARDING RELOCATION, GOODWILL, PROPERTY INTEREST AND CONDEMNATION**
- 25.1. Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Lease term, upon the sooner termination thereof for any reason, or vacation, of the Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq. Further, Tenant being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq.) in connection therewith fully waives, releases, and rejects any and all relocation assistance and benefits relating to or in any respect connected with Tenant vacating the Premises.
- 25.2. Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Initial Term and Extended Term, as applicable, upon the

sooner termination thereof for any reason, or vacation, of the Premises under any other circumstances, in no event shall Tenant be entitled or shall Landlord be required to provide any compensation or consideration to Tenant for the leasehold interest of Tenant, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses, whether based on condemnation, inverse condemnation or any other reason. Upon vacation of the Premises or termination of the Lease, Tenant knowingly waives and surrenders any claims or rights to the leasehold interest, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses.

## 26. MISCELLANEOUS.

- 26.1. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the Superior Court of the State of California for the County of Santa Barbara.
- 26.2. **Partial Invalidity.** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereof.
- 26.3. **Successors in Interest.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, and each and all, including the Party making the assignment, shall be jointly and severally liable hereunder.
- 26.4. **No Oral Agreements.** This Lease covers in full each and every agreement of every kind or nature whatsoever between the Parties hereto concerning this Lease, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein, and there are no oral agreements. Tenant acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made by Landlord or its employees, agents, or representatives.
- 26.5. **Interest.** Any sum due to Landlord or Tenant under this Lease shall bear simple interest from and after its due date at a rate equal to ten percent (10%) per month until paid to Landlord, but not in excess of the maximum rate permitted by law.
- 26.6. **Authority.** Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and Landlord and that this Lease is binding upon Tenant and Landlord in accordance with its terms.
- 26.7. **Time.** Time is of the essence of this Lease.
- 26.8. **Consistency.** Each provision herein shall be interpreted so as to be consistent with every other provision.

- 26.9. **Relationship of Parties.** The relationship of the Parties is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venture with Tenant.
- 26.10. **Non-Discrimination.** Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall the Tenant, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, Tenants, subtenants, subtenants or vendees of the Premises.
- 26.11. **Non-Collusion.** No official, officer, or employee of Landlord has any financial interest, direct or indirect, in this Lease, nor shall any official, officer, or employee of Landlord participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or noninterest pursuant to California Government Code Sections 1091 and 1091.5. Tenant represents and warrants that (i) it has not paid or given, and will not pay or give, to any third party including, but not limited to, Tenant or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Lease; and (ii) it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Landlord, as a result or consequence of obtaining this Lease. Tenant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Lease void and of no force or effect.
- 26.12. **Notices.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either Party to this Lease to or on the other, such notice or demand shall be given or served in writing and shall not be deemed to have been duly given or served unless in writing, and personally served or forwarded by certified mail, postage prepaid, addressed as specified below. Either Party may change the address set forth below by written notice by certified mail to the other. Any notice or demand given by certified mail shall be effective one (1) day subsequent to mailing.



Landlord: City of Guadalupe  
Attn: City Administrator  
918 Obispo Street  
Guadalupe, CA 93434

Tenant: Boys & Girls Clubs of the Central  
Coast Attn: Chief Operating Officer  
901 North Railroad Avenue  
Santa Maria, CA 93458

with a copy to:

Stephens & Stephens LLP  
P.O. Box 1454  
Santa Maria, CA 93456

- 26.13. **Amendments.** This Lease may be modified or amended only in writing executed by both Parties and approved by Landlord in accordance with applicable law.
- 26.14. **Exhibits.** Exhibit A is attached hereto and incorporated herein by reference.
- 26.15. **Acknowledgement of Content.** Each Party acknowledges they have read and fully understand the contents of this Lease and have had an opportunity to consult with an attorney regarding the same. This Lease represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Lease on the day and year first above written in Guadalupe, California.

**LANDLORD:**

**CITY OF GUADALUPE,**  
a municipal corporation

By: \_\_\_\_\_  
Todd Bodem, City Administrator

\_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Amelia Villegas, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Philip Sinco, City Attorney

**TENANT:**

**BOYS & GIRLS CLUBS OF THE  
CENTRAL COAST,** a California non-  
profit public benefit corporation

By: \_\_\_\_\_  
Michael Boyer, CEO

\_\_\_\_\_, 2022

(Attach Notary Acknowledgements for Tenant)

**EXHIBIT A**  
**DESCRIPTION AND DEPICTION OF**  
**PREMISES**



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Hannah Sanchez*

**Prepared by:**  
**Hannah Sanchez, Recreation Services Manager**

*Todd Bodem*

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

**SUBJECT:** Cosecha Guadalupe - Guadalupe Farmers Market

**RECOMMENDATION:**

It is recommended that City Council choose from one of the following options:

- Allow Cosecha Guadalupe access to the Veteran’s Memorial Plaza free of charge including use of utilities;
- OR
- Pro-rate rental fees and utilities for Cosecha Guadalupe’s use of Veteran’s Memorial Plaza;
- OR
- Allow Cosecha Guadalupe access to Le Roy Park free of charge including use of utilities;
- OR
- Pro-rate rental fees and utilities for Cosecha Guadalupe’s use of Le Roy Park.

**BACKGROUND:**

Various groups within Guadalupe have been working over the years to find a way to provide the city with a Farmers Market. One of the groups is an organization referred to as FRESA (Food Resiliency, Equity, Sustainability, & Action). FRESA has spent a couple of years researching and documenting the feasibility of a Farmers' Market in Guadalupe. They are also involved in advocating for quality food access in Northern Santa Barbara County. Guadalupe now has a working group to do the work of getting the Farmers' Market going that is separate from FRESA, however, FRESA and this group will be working together on the Farmers Market. The working group will give regular updates on their progress to FRESA at their monthly meetings. It is still a question whether the Guadalupe market will operate independently or under the umbrella of Route 1.

The working group has tentatively named the farmer’s market Cosecha Guadalupe. Located in the attachments is Cosecha Guadalupe’s proposal for the farmer’s market.

**DISCUSSION:**

The working group has tentatively named the farmer’s market Cosecha Guadalupe. The group is requesting the support from the city of the Farmers Market in a few ways. First, they are requesting that they be allowed to use the Veteran’s Memorial Plaza free of charge. Secondly, they are requesting that the city allow the market access to the electricity and water free of charge. Finally, they are requesting that they be allowed to keep a porta potty on site year-round as they are rented by the month. An additional request, if possible, is that the city pay for the cost of the porta potty rental. Located in the attachments is a letter from the group with all of their requests for the farmer’s market.

City staff recommends that the farmer’s market be held at Le Roy Park rather than Veteran’s Memorial Plaza. By using the plaza, it would limit the use of the free vehicle charging station and parking every Friday. If Le Roy was used, the parking on site would be designated specifically for the event. This would allow residents and visitors to still utilize the downtown parking to visit local businesses. This would mitigate possible traffic congestion or accidents. Additionally, there would be no need to rent a portable restroom as there are outdoor restrooms onsite.

**FISCAL IMPACT:**

As the use of utilities varies, I have included estimated costs for the use of Veteran’s Memorial Plaza for 6 months.

Rental Fees

<b>Cleaning Deposit</b>	<b>One Time Use Fee</b>	<b>Days Used per Month</b>	<b># of Months Used</b>	<b>Total</b>
\$100	\$60	4	6	\$3,840

Portable Restroom Rental

<b>One Time Delivery Fee</b>	<b>Monthly Charge</b>	<b># of Months Used</b>	<b>Total</b>
\$45	\$90.95	6	\$590.70

Utilities

In the absence of data being provided for electrical and water use, city staff estimated electrical use at \$12 per hour coming to a total of \$192 per month and water at \$100 per month.

The sum of the costs per month come to a total of \$1,067.95 and a total of \$4,722.70 for 6 months.

**ATTACHMENTS:**

1. Cosecha Guadalupe Proposal/Requests Letter

## Guadalupe Farmers' Market

The following are proposals, as I see them so far, for the opening of a Farmers' Market in Guadalupe. I present these to the staff of the City for their consideration and comments or questions.

- 1) We would like to use the downtown Veterans Memorial Plaza for our venue. It holds enough space for up to eight produce vendors and eight other vendors (flowers, baked goods, arts and crafts, etc.). We took surveys of residents, community leaders and some city staff and council members and, although there were other proposals (including the park by the new community center, the Veterans Hall, etc.), this venue was the most desirable because of its centrality to downtown and visibility from Highway 1.
- 2) We would like to hold the Market once per week, and while we don't have a firm day and time set yet, we are leaning toward Saturdays from 10:00am to 2:00pm. We still need to get vendor availability confirmation, but we need to get the okay from the City before we make the proposal to vendors for that day and time. Although there are other possibilities for days and times, our survey results and our desire to have the market open when the most local residents are off work were factors we considered.
- 3) We would like to request that the City allow us to use the water and electricity available at that site. We would not need to use a lot of each; it would basically be used to fulfill the requirement that we have hot water available for our vendors even though they are not likely to use much if any. We would provide a portable sink and cabinet with a small electric water heater that would be brought in at each Market and taken out after each Market.
- 4) We would also like to use the gazebo for either a D.J. or live music during the operating hours of the Market. This would also require that we are able to plug in to the electricity available at the gazebo. The market can proceed without the use of the gazebo, but we feel it would be an asset if we could have music there.
- 5) We are required to have a restroom available on Market days for our vendors. We would like to place a port-a-potty in the parking lot and leave it there to be available to residents even when the Market is not operating. It would not be able to be taken out and replaced for each Market day. Our understanding is that it would rent for around \$150.00 per month.
- 6) There are a number of possibilities for funding sources for a port-a-potty including FRESA, the city of Guadalupe if they were agreeable, or other sources such as various community

organizations. Any of these sources individually or a combination of them are a possibility. Clearly an available port-a-potty would benefit not only residents but the City as well.

- 7) We would need the City to help us make sure that the Parking lot is empty on Market days.
- 8) Unless the City indicates that it would like more involvement with the Farmers' Market, the market would be its own entity either under the umbrella of Route 1 Farmers' Market or separate. Either way the City would have no responsibility for the running of the Market or financial involvement other than the above mentioned impacts of water, electricity and possibly the port-a-potty.
- 9) There will be money exchanged in an outdoor environment, both with the vendors and with the market managers providing EBT tokens for folks shopping with EBT (formerly "food stamps" or "SNAP"). While we don't anticipate a need for a police presence at the Market, we would hope for police availability on Market days in the event of an incident.

Please let me know if you have questions or concerns. Clearly we will need the City's approval for the above considerations. While the Council has already expressed general approval for a Farmers' Market, the details still need to be worked out. Contact me at any time by email or phone.

Sincerely,

Dennis Apel

Jdapel2@gmail.com



**Agenda Item No. 12**

**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

*Philip F. Sinco*

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**Prepared by:**  
**Philip F. Sinco, City Attorney**

*Todd Bodem*

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

**SUBJECT:** Salary Increases for City Officials

**RECOMMENDATION:**

That the City Council introduce on the first reading, and continue to its meeting of November 22, 2022, for second reading and adoption, an ordinance increasing the monthly salaries for all of the City's elected officials.

**BACKGROUND:**

During the "future agenda items" portion of the City Council's agenda at its meeting on October 25, 2022, Mayor Julian noted that a member of the public had commented during a prior Community Participation Forum that the City Council members should consider an increase in their salaries. Mayor Julian stated his support for this since Council member salaries had not increased in many years. He also stated support for creating a salary for members of the Recreation and Parks Commission who currently do not receive any compensation for their service.

**DISCUSSION:**

**SALARIES OF ELECTED OFFICIALS:**

1. City Council: The salaries for members of a city council in general law cities is controlled by Government Code section 36516, which provides, in relevant part:

(a)(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month....

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the



increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No ordinance shall be enacted or amended to provide automatic future increases in salary....

Any amounts contributed for retirement or health insurance are not considered as part of the salary, and reimbursed expenses are also excluded from the definition of “salary.” (Gov. Code, § 36516(d).) Ordinances cannot provide for automatic salary increases for council members. (Gov. Code, § 36516(e).)

Currently, the salary for Council members is \$150 per month (Guadalupe Municipal Code (GMC), §2.08.030.). This salary was established 36 years ago in 1986 and has not been adjusted since that time. Pursuant to Government Code section 36516(a), the Council is authorized to increase its monthly salary to \$300 per month (i.e., the maximum allowed for cities with populations under 35,000). In addition, this statute also allows the Council to increase its salary above this maximum amount by 5% of the current salary multiplied by the number of years since this salary was last adjusted. The Attorney General has opined that the 5% increase is non-compounded (five percent of the current salary multiplied by the number of years since last salary adjustment). (89 Ops Cal Atty Gen 159 (2006).)

Five percent of the current Council member salary of \$150 per month is \$7.50, and since it has been 36 years since this salary was established (and there have been no adjustments to it since that time), the Council may increase its monthly salary by the amount of \$270 ( $\$7.50 \times 36 \text{ years} = \$270$ ) over and above the \$300 amount authorized by Government Code section 36516. This means the Council can increase its current salary from \$150 per month up to \$570 per month.

For the purposes of comparison, here is a chart for the current salaries (or those that will take effect on in January 2023) for city council members for all of the cities in Santa Barbara County with their approximate populations:

<u>City</u>	<u>Councilmember Salary (monthly)</u>	<u>Population</u>
Buellton	\$ 550	5,055
Carpenteria	\$ 310	12,963
Goleta	\$3,831	32,591
Guadalupe	\$ 150	8,546
Lompoc	\$ 600	44,444
Solvang	\$ 600	5,709
Santa Barbara	\$4,204	88,665
Santa Maria	\$1,706.90	107,398

2. Mayor: A directly elected mayor may receive additional compensation with the consent of the electorate or by ordinance of the city council. (Gov. Code, §36516.1.). The proposed ordinance does not include a provision for additional compensation for the Mayor. If this is desired by the City Council, an appropriate provision can be added to this ordinance at the meeting.

3. City Clerk/City Treasurer: The City Clerk and the City Treasurer are elected offices in the City of Guadalupe. The salaries for these elective offices are determined by the City Council. Government Code section 36517 provides: “The city clerk and the city treasurer shall receive, at stated times, a compensation fixed by ordinance or resolution.”

Currently, the City Clerk and the City Treasurer receive the same monthly salary as the City Council members (\$150 per month). This salary was established by adoption of Resolution No. 97-24 on June 30, 1997. A copy of Resolution No. 97-24 is attached. (Attachment No. 1). This resolution provides that the monthly salaries for the City Clerk and the City Treasurer are fixed at the same amount as that of member of the City Council (as set forth in Section 2.08.030 of the Guadalupe Municipal Code). Accordingly, unless the City Council wishes to set a different monthly salary amount for the City Treasurer and the City Clerk, Council does not need to take any additional or separate action to increase the salaries of these two offices when the Council adjusts its salary. If the Council does with to keep the salaries for these two offices the same or increase them a lesser amount than the salary increases for the City Council members, staff will have to draft a resolution based on Council’s direction and bring it to the Council for approval at a future Council meeting. For purposes of this staff report, staff has assumed that the Council continues to support Resolution 97-24 and that any salary increase the Council approves for itself will also be given to the City Clerk and the City Treasurer.

**SALARIES OF APPOINTED OFFICIALS:**

The City does not have any appointed officials except for members of the City’s Recreation and Parks Commission (other than the City Administrator, the Director of Public Safety, and the City Attorney, but these offices are not included in this use of the term “officials” for purpose of this item). The City no longer has a planning commission and does not have any other boards or commissions.

The City Council is authorized to establish compensation for appointed officials. Government Code section 36506 provides: “By resolution or ordinance, the city council shall fix the compensation of all appointive officers and employees. Such officers and employees hold office during the pleasure of the city council.”

No compensation has actually been established for members of the Recreation and Parks Commission. In fact, this appointed board, while clearly having been authorized by this and previous City Councils, has not been officially established by enactment of an ordinance. Staff intends to prepare an ordinance establishing the Recreation and Parks Commission to bring to the City Council at a future Council meeting. Staff requests that the Council provide direction to staff as to whether or not is wishes to include a salary for Recreations and Parks Commissioners.

**FISCAL IMPACT:**

Increasing the salaries for those who serve on the City Council will have an impact on the general fund. If salary increases are also approved for the City Clerk and the City Treasurer, there will be an additional

impact to the general fund. Assuming that the Council approves the maximum salary increase for the Council members, and provides the same increase to the City Clerk and the City Treasurer’s salaries, the total impact to the general fund will be as follows:

Council salary increases:	\$420 increase x 5 members = \$2,100 per month
City Clerk/City Treasurer increases:	\$420 increase x 2 officials = \$ <u>840 per month</u> \$2,940 per month

These salary increases would add up to \$17,640 in expenditures to the general fund for the remainder of FY 2022-2023, and \$35,280 for each fiscal year thereafter. The impact to the general fund could be reduced should the Council not increase salaries to the maximum permissible amount.

**ATTACHMENTS:**

1. Resolution No. 97-24.
2. Ordinance No. 2022-506 -Ordinance entitled “An Ordinance of the City of Guadalupe Amending Chapter 2.08 of Title 2 of the Guadalupe Municipal Code Regarding Salaries of City Council Members.”

**RESOLUTION NO. 97-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GUADALUPE, CALIFORNIA, FIXING SALARY RATES FOR THE  
CITY CLERK AND FOR THE CITY TREASURER**

**WHEREAS**, Both the City Clerk and the City Treasurer are elected officials who serve for four-year periods concurrently with certain of the City Council members, and

**WHEREAS**, The time and effort required of both the City Clerk and the City Treasurer in fulfilling their respective duties equals or exceeds the time and effort required of the various City Council members, and

**WHEREAS**, It would be both equitable and prudent that the monthly salary for the City Clerk and the City Treasurer be equal to that of the members of the City Council.

**NOW, THEREFORE BE IT RESOLVED**, that the monthly salary of the City Clerk and the City Treasurer be fixed at the same amount as that of the members of the City Council, as set forth in Section 2.08.030 of the Guadalupe Municipal Code.

**PASSED, APPROVED AND ADOPTED**, this 30th day of June, 1997.

  
\_\_\_\_\_  
Renaldo Pili, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Aide Noriz, City Clerk

## ORDINANCE NO. 2022-506

**AN ORDINANCE OF THE CITY OF GUADALUPE AMENDING CHAPTER 2.08 OF  
TITLE 2 OF THE GUADALUPE MUNICIPAL CODE REGARDING SALARIES OF CITY  
COUNCIL MEMBERS**

**WHEREAS**, the City of Guadalupe has not adjusted the salaries for members of the City Council since 1986; and

**WHEREAS**, the responsibilities of the members of the City Council of the City of Guadalupe has increased since that time; and

**WHEREAS**, the cost of living has increased by a significant amount since that time; and

**WHEREAS**, the City Council wants to ensure that individuals who serve on the City Council are recognized for their public service by providing them a reasonable amount of compensation for this service.

**NOW, THEREFORE**, the City Council of the City of Guadalupe does hereby ordain as follows:

**SECTION 1.** Chapter 2.08 of Title 2 of the Guadalupe Municipal Code is hereby amended to read as follows:

**Title 2 ADMINISTRATION AND PERSONNEL**

**Chapter 2.08 CITY COUNCIL**

**2.08.010 Purpose of provisions—Statutory authority.**

The ordinance codified in this chapter was enacted pursuant to Section 36516 of the Government Code, authorizing the Council to provide by ordinance that each member of the Council shall receive a prescribed salary the amount of which is based upon the population of the City, as determined by estimates made by the State Department of Finance.

**2.08.020 Salaries—Population basis.**

~~As of May 27, 1986~~ As of November 22, 2022, the date of passage of the ordinance codified in this chapter, the latest estimate of population of the City made by the Department of Finance is ~~4,845~~ 8,546.

### **2.08.030 Salaries—Amount designated.**

Each member of the Council shall receive, as salary, the sum of ~~\$150.00~~\$300.00 per month, as provided for in Section 36516 of the Government Code for cities up to and including 35,000, which shall be payable from and after the operative date of the ordinance codified in this chapter at the same time and in the same manner as the salaries are paid to other officers and employees of the City.

### **2.08.040 Salaries—Increase or decrease.**

Following any new and later estimate of population made by the Department of Finance placing the City in a population group other than that set forth in Section 2.08.030 of this chapter, the salary hereby payable to each member of the Council shall be increased or decreased accordingly to equal the sum prescribed for that population group in Section 36516 of the Government Code, as added by Chapter 286 of the Statutes of 1965; provided, however, that the salary as so increased or decreased shall become payable only on and after the date upon which one or more members of the Council become eligible therefor by virtue of beginning a new term of office following the next succeeding general municipal election held in the City

### **2.08.050 Expense reimbursement.**

The salaries prescribed in this chapter are and shall be exclusive of any amounts payable to each member of the Council as reimbursement for actual and necessary expenses incurred by the member in the performance of official duties for the City.

**SECTION 2.** 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 3.** 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 held this 8<sup>th</sup> day of November 2022, by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**PASSED AND ADOPTED** at a regular meeting of the City Council held this 22<sup>nd</sup> day of November 2022, by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS IS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022

*Mark Green*

*Todd Bodem*

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**Prepared by:**  
Mark Green P.E., Contract Building Official

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

**SUBJECT:** Ordinance No. 2022-504, repealing Guadalupe Municipal Code Ordinance No. 2020-491, Title 15.04, Adoption of Building Codes; and adopting a new Chapter 4 of Title 15, Adoption of State of California 2022 Building Standards Code.

**RECOMMENDATION:**

That the City Council introduce Ordinance No. 2022-504, and continue to the meeting of November 22, 2022, for second reading and adoption, to update and amend Title 15, Chapter 4 of the Municipal Code to be consistent with the State of California 2022 Building Standards Code of which become effective January 1, 2023.

**DISCUSSION:**

Each City in the State of California is required to adopt the current California Building Standards Code and is authorized to do so by reference (Health and Safety Code § 17922 and Government Code § 50022.2). The Municipal Code of the City of Guadalupe Title 15, Chapter 4 has not been comprehensively updated since August 25, 2020, with the adoption of the 2019 California Building Codes of which will expire January 1, 2023. The City of Guadalupe Municipal Code, Title 15, Chapter 4, has provided minimum standards to safeguard life or limb, health, property, and public welfare by regulating the construction, quality of materials, use, and occupancy, location and maintenance of all buildings and structures within its jurisdiction. The 2022 California Building Standards Code incorporates the latest national standards in the International Building Code, International Residential Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code and other national standards and codes.

There are currently no local amendments to the City of Guadalupe Municipal Code Title 15.04 from previous code adoptions and thus none are carried forward. Any new amendments are considered administrative in nature and therefore would not require justification using local climatic, geological, or topographical conditions.

**ATTACHMENTS:**

1. Ordinance No. 2022-504, entitled "An Ordinance of the City Council of the City of Guadalupe, California, Repealing Ordinance No. 2020-491 and Adopting a New Chapter 4 of Title 15 of the Guadalupe Municipal Code".



**ORDINANCE NO. 2022-504**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, REPEALING  
ORDINANCE NO. 2020-491 AND ADOPTING A NEW CHAPTER 4 OF TITLE 15 OF THE  
GUADALUPE MUNICIPAL CODE**

**WHEREAS**, each city in the State of California is required to adopt the California Building Standards Code and is authorized to do so by reference (Health and Safety Code § 17922 and Government Code § 50022.2); and

**WHEREAS**, the California Building Standards Commission adopted the 2022 California Building Standards Code, of which becomes effective January 1, 2023; and

**WHEREAS**, the Municipal Code of the City of Guadalupe Title 15 - Building and Construction has not been comprehensively updated since August 25, 2020; and

**WHEREAS**, it is deemed to be in the best interest of the City to update and amend Title 15 of the Municipal Code to be consistent with the State of California Building Standards Code and to account for new building construction standards; and

**WHEREAS**, Title 15 of the Municipal Code of the City of Guadalupe has provided minimum standards to safeguard life or limb, health, property, and public welfare by regulating the construction, quality of materials, use, and occupancy, location and maintenance of all buildings and structures within this jurisdiction and certain equipment; and

**WHEREAS**, the 2022 California Building Standards Code contains eleven subjects that incorporate public health, life safety, and general welfare standards used in the design and construction of buildings in California. The California Codes incorporate the latest national standards in the International Building Code, International Residential Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code and other national standards and codes; and

**WHEREAS**, It is the intent of the City of Guadalupe to ensure enactment of the standards herein, as the State Building Standards Code become effective January 1, 2023, to protect the public welfare, health and safety; and

**WHEREAS**, the adoption and proposed amendments to the 2022 California Fire Code will be submitted to the City Council under separate cover as Chapter 8 of Title 15 of the Guadalupe Municipal Code, and therefore not included in this Ordinance.

**NOW THEREFORE**, the City Council of the City of Guadalupe does ordain as follows:

**SECTION 1.** The existing Ordinance No. 2020-491, Title 15.04 Adoption of Building Codes of the Guadalupe Municipal Code, is hereby repealed.

**SECTION 2.** The following codes are hereby adopted as the City of Guadalupe Building Code, Residential Building Code, Administrative Code, Electrical Code, Plumbing Code, Mechanical Code, Energy Code, Green Building Standards Code, Existing Building Code, Historical Building Code and Reference Standards Code, and are incorporated herein as if fully set forth, with such further incorporation and amendment of individual sections and appendices as follow below:

**15.04.010 Codes adopted.**

- A. 2022 California Building Code, Volumes One and Two.
- B. 2022 California Residential Building Code.
- C. 2022 California Electrical Code.
- D. 2022 California Plumbing Code.
- E. 2022 California Mechanical Code.
- F. 2022 California Administrative Code, including all appendices.
- G. 2022 California Energy Code, including all appendices.
- H. 2022 California Green Building Standards Code, including all appendices.
- I. 2022 California Existing Building Code, including all appendices.
- J. 2022 California Historical Building Code, including all appendices.
- K. 2022 California Referenced Standards Code, including all appendices.

**15.04.020 California Building Code adoption.**

The provisions of the 2022 Edition of the California Building Code Volumes One and Two, including Appendices; B (Board of Appeals), C (Group U—Agricultural Buildings), F (Rodentproofing), G (Flood-Resistant Construction), H (Signs), I (Patio Covers), J (Grading) and M (Tsunami-Generated Flood Hazard) are adopted in their entirety.

**15.04.030 California Residential Building Code adoption.**

Adopt the 2022 California Residential Building Code including Appendices H (Patio Covers), J (Existing Building and Structures), K (Sound Transmission), Q (Tiny Houses), AS (Strawbale Construction), and V (Swimming Pool Safety Act) in their entirety.

**15.04.040 California Electrical Code adoption.**

Adopt the 2022 California Electrical Code including all Annexes in their entirety except Annex H.

**15.04.050 California Plumbing Code adoption.**

Adopt the 2022 California Plumbing Code including all Appendices in their entirety except Appendices C (Alternate Plumbing Systems), F (Firefighter Breathing Air Replenishment Systems) and L (Sustainable Practices).

### **15.040.060 California Mechanical Code adoption.**

Adopt the 2022 California Mechanical Code including all Appendices in their entirety except Appendices A (Residential Plan Examiner Review Form for H.V.A.C. System Design) and E (Sustainable Practices).

**SECTION 3. Publication and Effective Date.** Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be posted in three publicly accessible locations in the City. The ordinance shall go into effect and be in full force at 12:01 a.m. on January 1, 2023, as required by state law.

**SECTION 4.** 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 CWQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

**SECTION 5.** 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, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Guadalupe hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact than one or more sections, subsections, sentences, clauses and phrases be declared invalid or unconstitutional.

**SECTION 6.** Nothing in this ordinance or in the Codes hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in previous Codes; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 7.** 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 the City Administrator and City Attorney concerning any changes deemed necessary.

**SECTION 8.** The City Clerk of the City of Guadalupe is hereby authorized and directed to transmit a copy of this ordinance to the California Building Standards Commission as required by the California Health and Safety Code Section 17958.7

**INTRODUCED** at a regular meeting of the City Council on the 8<sup>th</sup> day of November 2022, by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**PASSED AND ADOPTED** at a regular meeting of the City Council on the 22<sup>nd</sup> day of November 2022, by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS IS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

*Michael Cash*

*Todd Bodem*

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**Prepared by:**  
**Michael Cash, Director of Public Safety**

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

**SUBJECT:** Ordinance to Adopt the 2022 California Fire Code and Amend the Guadalupe Municipal Code to Update Fire and Safety Regulations.

**RECOMMENDATION:**

It is recommended that the City Council introduce, on the first reading, and continue to the meeting of November 22, 2022, for second reading and adoption, Ordinance No. 2022-505 adopting the 2022 California Fire Code and amending the specified fire and safety ordinances in the Guadalupe Municipal Code.

**BACKGROUND:**

The State of California periodically updates the California Fire Code to adapt to changing needs in an effort to continue enhancing the safety of the public. The most current version of the California Fire Code was released in 2022 and will become effective on January 1, 2023.

**DISCUSSION:**

City staff is seeking City Council approval to adopt the 2022 California Fire Code to regulate fire, building and safety issues consistently throughout the State. This code has been revised to enhance the public safety effort by remaining current on changing technology and risks. The last update to the Fire Code was in 2019.

The primary focus of this request is to adopt the 2022 California Fire Code; however, staff is also requesting that the Council approve other amendments to the City's fire and safety regulations set forth in the Guadalupe Municipal Code.

**FISCAL IMPACT:**

Adoption of the 2022 California Fire Code and amending the City's Municipal Code regulations concerning fire and safety has no negative financial impact.

**ATTACHMENTS:**

1. Ordinance No. 2022-505

**ORDINANCE NO. 2022-505**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA,  
REPEALING ORDINANCE 2019-483 AND ADOPTING A NEW CHAPTER 8 OF  
TITLE 15 OF THE GUADALUPE MUNICIPAL CODE**

**WHEREAS**, the State of California has recently adopted the 2022 California Fire Code, which will become effective January 1, 2023; and

**WHEREAS**, it is the desire and intent of the City Council of the City of Guadalupe to provide citizens with the greatest degree of fire, life, and structural safety in buildings in the most cost-effective manner by adopting that body of regulations referred to as the 2019 California Fire Code with amendments specific to the City of Guadalupe; and

**WHEREAS**, the California Health and Safety Code Section 17958.5 and Section 18941.5 require the City Council, before making any modifications or changes to the California Fire Code, to make an express finding that each such modification or change is needed; and

**WHEREAS**, California Health and Safety Code Section 17958.7 requires that such changes must be determined to be reasonably necessary because of local climatic, geological, or topographical conditions; and

**WHEREAS**, such findings must be made available as a public record, and a copy thereof with each such modification or change shall be filed with the State of California Building Standards Commission; and

**WHEREAS**, it is the intent of the City of Guadalupe to enact the 2022 California Fire Code with the amendments written below and shall become effective January 1, 2023:

**THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, DOES ORDAIN AS  
FOLLOWS:**

**Section 1. Findings:** Pursuant to Health and Safety Code Section 17958.7, the City Council finds that the following conditions exist locally which require that amendments be made to the 2022 California Fire Code in order to protect the public health, safety, and welfare:

**A. Climatic Conditions**

1. Santa Barbara and San Luis Obispo Counties are in an area of high fire risk, and the local area regularly experiences high wind conditions, high temperatures, and low humidity, These winds, which can cause small fires which spread quickly, are a contributing factor to the high fire danger in the area, which creates a potential for localized disasters which could reduce the availability of mutual aid firefighting resources;

2. The City of Guadalupe is located in a semi-arid Mediterranean-type climate which predisposes all fuels to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.
3. The watershed upstream of the City experienced major wildland fire over the years which resulted in significant destruction of the vegetation and has created the potential for a dramatic increase in water flow through the Santa Maria River. The Santa Maria River Levee bordering the northern edge of the City terminates at the intersection of Highway 1, and from that point west, there is no protection for the City from flooding due to high flows in the Santa Maria River. This potential for significant flooding could place an extraordinary draw upon local emergency resources, and the need for additional requirements for fire protection as set forth in the amendments are necessary to supplement the capabilities of local emergency resources in a time of a flood emergency;

**B. Geographic Conditions**

1. The Guadalupe area is in close proximity to several active seismic faults, and amendments to the State Fire Code are necessary to supplement the capabilities of local emergency resources in a time of an area-wide earthquake;
2. The City has the potential for limited access to mutual aid resources. Access from the north is via one bridge over the Santa Maria River and from the south through several cuts in local mountains. In the event of an earthquake, flood, or other incidents, the availability of assistance from outside of the local area could be compromised. Amendments to the State Fire Code are necessary to ensure the City can meet the needs of the residents during these events.
3. The City of Guadalupe is located, at its westernmost part, approximately three and a half miles from the ocean. The city's typical ground water level is at fifty feet, with the areas of the city at levels as shallow as six to ten feet. This condition makes the City more prone to subsidence issues than most inland communities.
4. Soil formation within Guadalupe has been strongly influenced by the Santa Maria River floodplain. Soils underlying and surrounding the City are alluvial in nature consisting primarily of sandy loams and silty clay loams. This low coastal plain and valley bottom with alluvial deposits and areas with high groundwater make the City susceptible to ground liquefaction.

**Section 2. Repeal of Current Fire Code.** Ordinance 2019-483, adopting the 2019 California Fire Code, is hereby repealed in its entirety.

**Section 3. Adoption of Fire Code.** A new Chapter 8 of Title 15 of the Guadalupe Municipal Code is hereby adopted to read as follows:

**15.08.010 Adoption.** The California Fire Code, 2022 edition as published by the State of California, including appendix A through O, and subsequent editions as adopted by the State of California, are adopted by reference subject to the additions, deletions, and amendments set forth in this chapter.

**15.08.020 2019 California Fire Code amendments.**

**CHAPTER 1 SCOPE AND ADMINISTRATION**

**101 SCOPE AND GENERAL REQUIREMENTS**

**101.1 Title.** These regulations shall be known as the *Fire Code of the City of Guadalupe*, hereinafter referred to as “this code.”

**104 GENERAL AUTHORITY AND RESPONSIBILITY**

**104.1.1 Peace Officer Powers.** The Fire Chief, Fire Captains, Fire Inspectors, and other personnel as authorized by the Fire Chief, shall have the powers of police officers in performing duties under this code and shall have powers of peace officers as provided by California Penal Code Section 830.37 and shall have authority to issue citations.

**104.12 Authority at Fires and Other Emergencies.** The Fire Chief or designee in charge at the scene of a fire or other emergency involving the protection of life, environment, or property or any part thereof shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty. In the exercise of such power, the Fire Chief or designee is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene and is authorized to remove, or cause to be removed or kept away from the scene, any person, vehicle, vessel or thing which could impede or interfere with the operations of the Fire Department and, in the judgment of the Fire Chief or designee, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of the environment and property in the vicinity thereof.

**108 INSPECTIONS**

**108.1 Inspection authority.** The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 of the California Fire Code for the purpose of enforcing this code.

**111 BOARD OF APPEALS**

**111.1 Board of Appeals.** In order to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official relative to the application an interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the governing body and shall hold office at its pleasure. The Fire Code Official shall be an ex officio member of said



Board but shall have no vote on any matter before the Board. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Code Official.

**111.1.1 Appeals Process.** Whenever a Fire Inspector or other Fire Department member disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Inspector or other Fire Department member to the Fire Chief IN WRITING within 15 calendar days from the date of the decision.

**111.1.2 Appeals Process.** Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Chief to the Board of Appeals IN WRITING within 15 calendar days from the date of the decision.

## **112 VIOLATIONS**

**112.2 Owner/occupant responsibility.** Correction and abatement of violations of this code shall be the responsibility of the owner or owner's authorized agent. Where an occupant creates or allows to be created hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

**112.4 Violation Penalties.** Persons who shall violate a provision of this code, the Guadalupe Municipal Code, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 or by imprisonment not exceeding 180 calendar days, or both such fine and imprisonment for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The Fire Code Official may also cause an administrative action to be initiated in accordance with Title 1, Chapters 1.10 and 1.11 of the Guadalupe Municipal Code.

## **113 STOP WORK ORDER**

**113.4 Failure to Comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and subject to the penalties set forth in Section ~~110.4~~ 112.4 of this code. The Fire Code Official may also cause an administrative action to be initiated in accordance with Title 1, Chapters 1.10 and 1.11 of the Guadalupe Municipal Code.

## **CHAPTER 3 GENERAL REQUIREMENTS**

### **304 COMBUSTIBLE WASTE MATERIAL**

**304.1.2 Vegetation.** Weeds, grass, vines, or other growth that is capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban/wildland interface areas shall be in accordance with California Fire Code Chapter 49 and Title 19, Division 1, 3.07(b). Refer to Guadalupe Municipal Code Chapter 8.16 for weed, trash, and debris removal and abatement procedures.

## **307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES**

**307.1.2 Combustible Refuse Prohibited Open Burning.** A person shall not burn any combustible refuse in any open outdoor fire within the City. Burning in any incinerator is prohibited except with a permit issued by the Fire Code Official and in accordance with Federal, State, and Local requirements.

### **EXCEPTIONS:**

1. Barbeque and recreational fires (camp fires).
2. Agricultural burning with a permit issued by the Fire Code Official and in accordance with Federal, State, and Local requirements.
3. Fires set under public authority.

## **308 OPEN FLAMES**

**308.1.4 Open-Flame Cooking Devices.** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3,048 mm) of combustible construction.

**308.1.4.1 Liquefied-Petroleum-Gas-Fueled Cooking Devices.** LP-gas burners having an LP-gas container shall not be located on combustible balconies or within 10 feet (3,048 mm) of combustible construction.

## **311 VACANT PREMISES**

**311.1 General.** Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces or buildings damaged by fire or other disasters, shall be safeguarded and maintained in accordance with this section.

**311.1.1 Abandoned Premises.** Buildings, structures, and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly becomes unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation as directed by the Building Official and Fire Code Official.

**311.1.3 Buildings or Property Damaged by Fire or Disaster.** The owner, occupant, or other person having under their control any property or materials on property damaged by fire or other disasters,

when access by the public is possible, shall secure the property either by boarding up all openings, fencing, barricading, or other appropriate measures as approved by the Fire Code Official. Within 15 calendar days after written notice by the Fire Code Official to do so has been served, all debris and/or damaged materials shall be removed from the property and deposited in accordance with Federal, State, and Local requirements or proof of contractual arrangements that have been made for demolition, replacement, or repair of all fire or disaster-damaged structures remaining on the property.

**311.1.4 Authority to Secure Property Damaged by Fire or Other Disaster.** The Fire Code Official shall be empowered to initiate necessary actions to secure property damaged by fire or other disaster and/or remove and dispose of debris and other damaged materials when, after giving notice to the owner of record of the property, the owner fails to secure the property and/or remove debris as ordered by the Fire Code Official.

**311.1.5 Cost Recovery.** The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of securing property damaged by fire or other disaster and/or removing and disposing of debris and other damaged materials when, after giving notice to the owner of record of the property, the owner fails to secure the property and/or remove debris, and the City provides the service either through the use of City resources or a contractor.

## **312 VEHICLE IMPACT PROTECTION**

**312.2 Posts.** Guard posts shall comply with all of the following requirements:

1. Constructed of steel not less than 4 inches (102 mm) in diameter and concrete filled.
2. Spaced not more than 3 feet (914 mm) between posts on center.
3. Set not less than 3 feet (914 mm) deep in a concrete footing of not less than 18-inch (458 mm) in diameter.
4. Set with the top of the posts not less than 3 feet (914 mm) above ground.
5. Located not less than 3 feet (914 mm) from the protected object.

## **316 HAZARDS TO FIRE FIGHTERS**

**316.7 Fog, Smoke or Gas Emitting Systems.** No system or device shall be installed in any building or portion of a building which, as a part of its operation discharges any fog, gas, smoke, vapor, liquid, or other product when the design of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

## **CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS**

### **401 GENERAL**

**401.3.5 Hazardous Materials Events.** In the event an unplanned or unwanted release of hazardous materials occurs on a property, the owner or occupant shall immediately report such condition to the Fire Department.

## **403 EMERGENCY PREPAREDNESS REQUIREMENTS**

**403.11.1.1 When Required.** Fire watch shall be provided as follows:

1. When required by other sections of this code.
2. When the Fire Code Official deems a condition essential for public safety.
3. When the Fire Code Official determines that conditions may result in a rekindle.

**403.11.1.2 Financial Responsibility.** The property owner, the tenant or occupant in control of the premises shall be responsible for all costs of providing a fire watch.

**403.11.1.3 Qualifications.** Personnel assigned to fire watch duties shall possess the following minimum qualifications:

1. Shall be at least 18 years of age.
2. Shall be able to speak, read, write and understand English.
3. Shall be capable of executing the duties and responsibilities as specified in 114.4.
4. Shall be capable of operating a mobile telephone device and/or portable radio.
5. Shall be capable of inspecting all portions of their assigned watch area.

**403.11.1.4 Number and Hours.** The Fire Code Official shall specify the minimum number of fire watch personnel required and the hours during which they must be present based on the conditions and size of the facility.

**403.11.1.5 Duties and Responsibilities.** Duties and responsibilities of persons assigned fire watch duties include, but are not limited to the following:

1. To know the address of the facility being watched.
2. To be equipped with a mobile telephone device that can be used to contact 9-1-1 or a portable radio that can be used to communicate with a constantly attended security/communications center.
3. To continuously make rounds and monitor all assigned areas.
4. To immediately report any sign of smoke, fire or other emergency to 9-1-1 or to the security/communications center.
5. To activate the building fire alarm system when the building is equipped with such a system or notify those present to evacuate the building or area.
6. To assist with the evacuation of people present in the area.
7. To keep a fire watch log that, as a minimum, includes the following information:
  - a. Identifies the building or area by name and address that is under watch.
  - b. The date and time each round or tour is completed, plus comments on what was observed. Each entry shall contain the name and signature of the person conducting the watch.
  - c. Fire watch logs shall be immediately accessible for review by the Fire Code Official. A copy of the fire watch log shall be retained by the owner or agent of the facility being protected.
8. To continue the fire watch until permission has been received from the Guadalupe Fire Department to terminate the fire watch activities.
9. Fire watch personnel shall not be assigned additional duties during their fire watch tour.

## CHAPTER 5 FIRE SERVICE FEATURES

### 503 FIRE APPARATUS ACCESS ROADS

**503.4.2 Removal of Obstructions.** The Fire Code Official shall have the power and authority to remove or cause to be removed, without notice, any vehicle, vessel, or thing parked or placed in violation of any or all sections of this code. The owner of any item so removed shall be responsible for all charges connected therewith.

**503.4.3 Cost Recovery.** The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of removal and storage of any vehicle, vessel, or thing parked or placed in violation of any or all sections of this code when the City provides the service either through the use of City resources or a contractor.

**503.6.1 Electrically Operated Gates.** All electrically operated gates which are installed across required fire access roads or pathways shall have a Knox brand access switch installed which will open the gate. The switch shall be installed so it will open the gate and the gate will remain in the open position until re-set by the Fire Department. The gate shall have a manual means of opening in the event of a power failure and shall be accessible from the exterior of the property.

**503.6.2 Manually Operated Gates.** All manually operated gates installed across required fire access roads or pathways and which are locked shall have a Knox brand padlock installed. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.

### 505 PREMISES IDENTIFICATION

**505.1 Address Numbers.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches in height with a minimum stroke width of 0.5 inch (12.7 mm) for residential occupancies and 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and industrial occupancies. Numbers and/or letters of larger size may be required based on the size and design of the building or group of buildings. Where access is by means of a private road and the building cannot be viewed from the public way, a monument pole or sign or means shall be used to identify the structure. Address identification shall be maintained.

**505.1.1 Rear Door Address Numbers.** All commercial and industrial buildings with access via an alley or other similar roadways shall have the address number, unit or suite number, and street name provided on or adjacent to the rear door of the building or tenant space. These numbers shall contrast with their background. Address and suite numbers shall be Arabic numerals or alphabet letters, shall be a minimum of 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm). The street

name shall be a minimum of 4 inches in height with a minimum stroke width of 0.5 inch (12.7 mm). Numbers and/or letters of larger size may be required based on the size and design of the building or group of buildings.

**505.1.2 Address Directory.** All buildings, or groups of buildings served by an alley, private driveway or similar roadway system, shall be provided with an address directory at every entrance to the property. The design of the directory shall be in accordance with standards set forth by the Fire Code Official. The directory shall be maintained by the property owner, Homeowner’s Association, or other individual or group in charge of the property.

**506 KEY BOXES**

**506.1 Where Required.** All new commercial occupancies shall have a Knox brand key box installed as directed by the Fire Code Official. Existing commercial occupancies shall install a Knox key box as directed by the Fire Code Official when a Building Permit is obtained for any work. The key box shall contain keys that will allow the Fire Department access to all portions of the building. The keys shall have a tag affixed identifying their purpose.

**506.1.1 Locks.** All gates or similar barriers across required Fire Department access roads or pathways shall have a Knox brand padlock installed in addition to any lock placed by the property owner or tenant. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.

**506.2 Key Box Maintenance.** The owner, manager or other person in charge of a property shall notify the Fire Code Official and provide new key(s) when a lock is changed or re-keyed within 5 working days of the change. Upon notification, the Fire Code Official will make arrangements to place the new key(s) in the key box.

**506.3 Responsibility.** Correction and abatement of violations of section 506.1 and 506.1.1 of this code shall be the responsibility of the owner or owners authorized agent.

**507 FIRE PROTECTION WATER SUPPLIES**

**507.5.4.1 Removal of Obstructions.** The Fire Code Official shall have the power and authority to remove or cause to be removed, without notice, posts, fences, vehicles, growth, trash, storage and other materials or objects or thing parked or placed in violation of Section 507.5.4. The owner of any item so removed shall be responsible for all charges connected therewith.

**507.5.4.2 Cost Recovery.** The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of removal and storage of any posts, fences, vehicles, growth, trash, storage and other materials or objects or thing parked or placed in violation of Section 507.5.4 when the City provides the service either through the use of City resources or a contractor.

**507.5.5 Clear Space Around Hydrants.** A 5-foot (1.5 m) clear space shall be maintained around the circumference of fire hydrants except as otherwise approved by the Fire Code Official.

## **509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS**

**509.1 Identification.** Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the Fire Department. All signage shall be designed and installed in accordance with Guadalupe Fire Department Standards.

**509.1.1 Utility Identification.** Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be approved by the Fire Code Official, readily visible and shall be maintained.

**509.1.2 Sign Maintenance.** All signs required by this code shall be maintained in a legible condition and replaced or repaired as required by the Fire Code Official.

## **CHAPTER 6 BUILDING SERVICES AND SYSTEMS**

### **605 FUEL-FIRED APPLIANCES**

**605.5 Portable Unvented Heaters.** The use of portable unvented fuel-fired heating equipment shall be prohibited in all occupancies except where a permit has been issued by the Fire Code Official and the Building Code Official.

**Exception:** Portable outdoor gas-fired heating appliances shall be allowed in accordance with Section 605.5.2

### **603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS**

**603.8 Temporary Wiring.** Temporary wiring for electrical power and lighting installations is allowed for a period not to exceed 90 days upon issuance of a permit by the Fire Code Official and the Building Code Official. Temporary wiring methods shall meet the applicable provisions of the California Electrical Code.

**Exception:** Temporary wiring for electrical power and lighting installations is allowed during periods of construction, remodeling, repair or demolition of buildings, structures, equipment or similar activities.

### **606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS**

**606.3.4.1 Hood Servicing.** A certificate of inspection/service shall be forwarded to the Guadalupe Fire Department within 5 working days of completion of the 6-month service, or upon service rendered after

the activation of any fire suppression system. The submission of the certificate of inspection service is the responsibility of the contractor performing the service. The certificate may be a copy of the invoice as long as it has the required information contained therein.

The certificate shall include:

1. The name, address and phone number of the licensed contractor performing the service.
2. The name, address and phone number of the business for whom the service is being done.
3. Date and time of the service.
4. Make, model, and manufacturer of the system.
5. A detailed list of all work completed on the system (clean nozzles, replace links, recharge system).
6. Specific date of the previous service on the system.
7. The cleanliness of the hood and associated appliances.
8. Alterations to the system or appliances that causes the system to be out of compliance with the manufacturer's specifications.

## **CHAPTER 9 FIRE PROTECTION SYSTEMS**

### **901 GENERAL**

**901.7 Systems Out of Service.** Where a required fire protection system is out of service, the Fire Code Official shall be notified immediately and, where required by the Fire Code Official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. Where utilized, fire watches shall comply with the provisions of Chapter 4, Sections 403.11.1.1, 403.11.1.2, 403.11.1.3, 403.11.1.4 and 403.11.1.5 of this code.

### **903 AUTOMATIC SPRINKLER SYSTEMS**

**903.2 Where Required.** Approved automatic fire sprinkler systems in new buildings and structures shall be provided in the locations described in this section, regardless of construction type, occupancy separation walls or area separation walls.

**903.2.1 Group A.** All Group A-1, A-2, A-3, and A-4 occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

**903.2.2 Group B Ambulatory Health Care Facilities.** An automatic sprinkler system shall be installed throughout the building in all Group B ambulatory health care facility occupancies when either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the level of exit discharge serving such an occupancy.



**903.2.2.1 Group B.** All Group B occupancies other than those described in Section 903.2.2 shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 5,000 square feet.

**903.2.3 Group E.** All Group E occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

**903.2.4 Group F.** All Group F occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 2,500 square feet (233 m<sup>2</sup>).

**903.2.4.1 Woodworking Operations.** Refer to section 903.2.4.

**903.2.6 Group I.** All Group I occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

**903.2.7 Group M.** All Group M occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 5,000 square feet.

**903.2.9 Group S.** All Group S occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 2,500 square feet (233 m<sup>2</sup>).

**903.2.22 Speculative Building Defined.** Any F, M, or S occupancy required by this code to be equipped with automatic fire sprinklers throughout the building in which the tenant is not identified at the time of application for a building permit shall be considered a speculative building.

**903.2.22.1 Speculative Building, Sprinkler System Design.** Automatic fire sprinkler systems in speculative buildings as defined in Section 903.2.20 with an interior clear height of 12 feet or less shall have a minimum design of .20 gallons per minute over a 2,500 square foot design area (.20/2500).

**903.2.22.2 Speculative Building, Sprinkler System Design.** Automatic fire sprinkler systems in speculative buildings as defined in Section 903.2.20 with an interior clear height of more than 12 feet shall be designed as set forth in Section 206.2.2 of this code (High-piled storage).

**903.2.23 Additions or alterations.** Automatic fire sprinkler system throughout the building shall be provided when:

- a. Additions to existing buildings adds more than 50% of the existing square footage to the structure and results in a total square footage in excess of 1,500 (one thousand five hundred) square feet;
- b. Alterations to Group A, B as described in section 903.2.2. E, F, and S encompass more than 50% of the existing square footage of the structure or is in excess of 1,500 (one thousand five hundred) square feet where there is a change of occupancy to a more hazardous use as determined by the Building Official or Fire Chief;
- c. Alterations to Group B other than those described in Section 903.2.2 and M encompass more than 50 % of the existing square footage of the structure or is in excess of 3,000 (three

thousand) square feet or where there is change of occupancy to a more hazardous use as determined by the Building Official or Fire Chief;

- d. Alterations to Group R encompass more than 50% of the existing square footage of the structure or is in excess of 2,000 (two thousand) square feet or where there is a change of occupancy to a more hazardous use as determined by the Building Official or the Fire Chief;
- e. These requirements will be applicable to the combined square footage of all building permit issued for the address or site within the last five years. Buildings or structures separated by less than ten (10) feet shall be considered as a single building or structure.

## **904 ALTERNATIVE AUTOMATIC FIRE-EXTINGUISHING SYSTEMS**

**904.13.6 Wood or Wood Product Fueled Cooking.** All commercial-type cooking equipment using wood or wood products as fuel shall be protected by an automatic sprinkler system within the hood and the duct work. The water supply may be provided from the building's fire sprinkler system, or the domestic water supply. The minimum water flow calculation shall be 20 gallons per minute (76 gpm) at 7 psi (.5 bar) for each head. There shall be a separate control valve for the fire sprinkler system protecting the commercial-type cooking equipment.

## **905 STANDPIPE SYSTEMS**

**905.13 Fire Hose Requirements.** The Fire Code Official may, upon written request of the property owner, waive the requirement for fire hose in conjunction with required standpipe systems.

## **906 PORTABLE FIRE EXTINGUISHERS**

**906.3.5 Minimum Fire Extinguisher Rating.** The minimum rating for a required fire extinguisher as set forth in this code shall be 2A10BC.

## **907 FIRE ALARM AND DETECTION SYSTEMS**

**907.11 False Alarms.** The Fire Code Official is authorized to seek cost recovery for a Fire Department response to an alarm system activation which is determined to be a false alarm caused by system malfunction, system misuse or other non-emergency causes.

**907.11.1 False Alarm Frequency.** The cost recovery fee will be charged for all responses after the second false alarm in a calendar year.

**907.11.2 False Alarm Fee.** The amount of the cost recovery fee will be as set forth in the City of Guadalupe User Fees Schedule. Additional fees may be charged for extraordinary circumstances.

**907.11.3 False Alarm—Legal Action.** The Fire Code Official may initiate civil or criminal action as set forth in Guadalupe Municipal Code Chapters 1.10 and 1.11.

## **912 FIRE DEPARTMENT CONNECTIONS**

**912.5 Signs.** All Fire Department connections, fire sprinkler risers, standpipe connections, and fire pump connections shall be provided with a sign identifying its location in accordance with standards established by the Fire Code Official. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portion of the building served.

**912.5.1 Existing Buildings.** All existing buildings equipped with a Fire Department connection, fire sprinkler riser, standpipe connections, and fire pump connections shall have installed, signs as described in Section 912.5 when required by the fire code official.

**912.8 Clear Space Makings.** A 5-foot (1.5 m) clear space shall be maintained in front the fire department connection when placed directly in front of a parking area or road. Where the clearance required intrudes into the road or parking area the Fire Lane Curb Painting Requirements in section D103.6.4 must be applied.

## **CHAPTER 10 MEANS OF EGRESS**

### **1013 EXIT SIGNS**

**1013.7 Floor Level Exit Signs.** All buildings, or portions of a building with an occupant load of 50 or more shall be provided with floor level exit signs. The floor level exit signs shall be readily visible from any direction of egress travel. Access to exits shall be marked by readily visible floor level exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Floor level exit sign placement shall be such that no point in a corridor is more than 100 feet (30.5 m) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

**1013.7.1 Installation.** Floor level exit signs shall be installed so the bottom of the sign is not less than 6 inches (152 mm), nor more than 12 inches (305 mm) above the adjacent grade. The sign shall be installed on the latch side of exit doors and shall be not less than 4 inches from the door opening.

**1013.7.2 Floor Level Exit Sign Illumination.** All floor level exit signs shall be illuminated as set forth in Sections 1013.3, 1013.5 and 1013.6.

### **1028 EXIT DISCHARGE**

**1028.5.1 Access Way Design.** Required exits for all buildings shall be provided with an all-weather surface walkway from the exit discharge to a public way or safe dispersal area as defined in Section 1028.5. The minimum design for the all-weather surface walkway shall be:

1. 48 inches in width (1.2 m) (Greater width may be required based on building occupant load)
2. 84 inches clear overhead (2.5 m)
3. Asphalt or concrete material

### **1030 ASSEMBLY**

**1030.18 Bench Seating.** Where bench seating is used, the number of persons for exiting design shall be based on one person for each 18 inches (457 mm) of length of the bench. For occupant load and seat assignment, the number of persons shall be based on one person for each 24 inches (610 mm) of length of the bench. Fractional measurements shall be rounded down to the next lowest occupant number.

## **CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS**

### **1104 MEANS OF EGRESS FOR EXISTING BUILDINGS**

**1104.3.1 Floor Level Exit Signs.** All existing buildings with an occupant load of more than 50 persons shall provide floor level exit signs as set forth in Sections 1013.7, 1013.7.1 and 1013.7.2 when the owner or the owner's agent applies for a building permit to perform work with a value in excess of \$10,000.00.

**1104.26 Access Way Design.** All existing buildings shall provide an all-weather surface walkway from the exit discharge to a public way or safe dispersal area as defined in Section 1028.5 when the owner or the owner's agent applies for a building permit to perform work with a value in excess of \$10,000.00. The minimum design for the all-weather surface walkway shall be:

1. 48 inches in width (1.2 m) (greater width may be required based on building occupant load).
2. 84 inches clear overhead (2.5 m).
3. Asphalt or concrete material.

## **CHAPTER 23 MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES**

### **2306 FLAMMABLE AND COMBUSTIBLE LIQUID MOTOR FUEL-DISPENSING FACILITIES**

**2306.2.3.1 Fire Protection.** All above-ground storage tanks for Class I, II, IIIA, and IIIB liquids shall be protected by an automatic water spray system designed and installed in accordance with NFPA Standard #15. The system shall be activated by a manual pull station and heat detectors proportionally spaced around the tank within the containment area.

Exception: Above-ground storage tanks with a fire resistance rating of 2 hours or more.

**2306.2.3.2 Conditional Use Permit.** Storage of Class I, II, IIIA, or IIIB liquids in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**2306.2.3.3 Operational Permit.** An annual operational permit is required as set forth in section 105.1.6, 105.5.18, and 105.5.33.

**2306.4 Physical Protection.** Guard posts complying with Section 312 or other approved means shall be provided to protect above-ground tanks against impact by a motor vehicle.

**2306.5.1 Identification Placard for Above-ground Tanks.** All above-ground tanks containing Class I, II, IIIA, or IIIB liquids shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

## **2307 LIQUEFIED PETROLEUM GAS MOTOR FUEL-DISPENSING FACILITIES**

**2307.1.1 Conditional Use Permit.** Storage, dispensing and use of liquefied petroleum gas in above-ground tanks exceeding 450 gallons is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**2307.1.2 Identification Placard for Above-ground Tanks.** All above-ground tanks containing liquefied petroleum gas exceeding 450 gallons shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

**2307.1.3 Operational Permit.** An annual operational permit is required as set forth in section 105.1.6, 105.5.28, and 105.5.33.

## **2308 COMPRESSED NATURAL GAS MOTOR FUEL-DISPENSING FACILITIES**

**2308.1.1 Conditional Use Permit.** Storage, dispensing and use of compressed natural gas in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**2308.1.2 Identification Placard for Above-ground Tanks.** All above-ground tanks containing compressed natural gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

**2308.1.3 Operational Permit.** An annual operational permit is required as set forth in section 105.1.6 and 105.5.33.

## **2309 HYDROGEN MOTOR FUEL-DISPENSING AND GENERATION FACILITIES**

**2309.1.1 Conditional Use Permit.** Storage, dispensing, generation, and use of hydrogen gas in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**2309.1.2 Identification Placard for Above-ground Tanks.** All above-ground tanks containing hydrogen gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

**2309.1.3 Operational Permit.** An annual operational permit is required as set forth in section 105.1.6 and 105.5.33.

## **CHAPTER 31 TENTS AND OTHER MEMBRANE STRUCTURES**

### **3103 TEMPORARY TENTS AND MEMBRANE STRUCTURES**

**3103.2 Approval Required.** Tents and membrane structures having an area in excess of 400 square feet (37 m<sup>2</sup>) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Fire Code Official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.

**3103.4 Permit.** An operational permit is required as set forth in section 105.5 and 105.6 prior to occupation.

## **CHAPTER 32 HIGH PILED COMBUSTIBLE STORAGE**

### **3206 GENERAL FIRE PROTECTION AND LIFE SAFETY FEATURES**

**3206.2.2 Speculative Building.** Group F, M, and S speculative buildings as defined in Section 903.2.22 having an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter. The storage height shall be determined by subtracting 48 inches from the highest point of the roof above each system for ESFR and 30 inches from the highest point of the roof above each system for area density applications.

**3206.2.3 Minimum Sprinkler Design Requirements for Speculative Buildings.** The design of the automatic sprinkler system for speculative buildings as defined in Sections 903.2.22.2 And 3206.2.2 shall be based on storage of a cartooned Class A non-expanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches from the highest point of the roof above each system for ESFR and 30 inches for area density applications.

## **CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION**

### **3304 TEMPORARY HEATING EQUIPMENT**

**3304.1.1 Temporary Heating Equipment.** The use of temporary fuel-fired heating equipment shall be prohibited in all occupancies except where a permit has been issued by the Fire Code Official and Building Code Official.

### **3305 PRECAUTIONS AGAINST FIRE**

**3305.5 Fire Watch.** When required by the Fire Code Official for building demolition that is hazardous in nature, qualified personnel shall be provided as an on-site fire watch. The Fire Watch shall meet the requirements set forth in Chapter 4, 403.11.1.1, 403.11.1.2, 403.11.1.3, 403.11.1.4 and 403.11.1.5 of this code

### **3311 ACCESS FOR FIRE FIGHTING**

**3311.1.1 Inspection.** The Fire Code Official shall inspect and approve the Fire Department access prior to the issuance of a building permit.

### **3312 MEANS OF EGRESS**

**3312.3 Temporary Exit Signage.** All buildings under construction or undergoing demolition shall be provided with temporary exit signage when any one or more of the following conditions are present:

1. The building is 2 or more stories in height.
2. The building is 10,000 square feet or larger.
3. When in the opinion of the Fire Code Official, exit signage is necessary due to the design of the building or other unusual circumstances are present.

The location and design of the exit signs shall be determined by the Fire Code Official.

### **3313 WATER SUPPLY FOR FIRE PROTECTION**

**3313.1.1 Inspection.** The Fire Code Official shall inspect and approve the water system prior to the delivery of combustible materials at the job site.

### **3316 PORTABLE FIRE EXTINGUISHERS**

**3316.1 Where Required.** Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with Section 906 and sized for not less than ordinary hazard as follows:

1. At each stairway on all floor levels where combustible materials have accumulated.
2. In every storage and construction shed.
3. Throughout the building under construction in sufficient quantity so travel distance does not exceed 75 feet (23 m).
4. The minimum rating for fire extinguishers shall be 2A10BC.
5. Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids.

## **CHAPTER 56 EXPLOSIVES AND FIREWORKS**

### **5605 MANUFACTURE, ASSEMBLY AND TESTING OF EXPLOSIVES, EXPLOSIVE MATERIALS AND FIREWORKS**

**5605.1.2 Manufacturing of Fireworks and Pyrotechnic Special Effects Materials.** The manufacturing of fireworks is prohibited except when licensed by the California State Fire Marshal and permitted by the Guadalupe Fire Department. For the purpose of this chapter, the altering of any firework from its original design shall be considered manufacturing.

### **5607 BLASTING**

**5607.1.1 Storage and Use of Explosives and Blasting Agents.** The storage of explosive and blasting agents is prohibited in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect, except for temporary storage for use in connection with approved blasting operations provided a permit has been issued by the City for the temporary use. However, this prohibition shall not apply to wholesale and retail stock of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive actuation power tools in quantities involving less than 500 pounds of explosive material.

### **5608 FIREWORKS DISPLAY**

**5608.1.2 Displays.** Permits issued by the Guadalupe Fire Department are required to conduct any fireworks display. Permit application to the City shall be made not less than 15 work days prior to the scheduled date of the display. At the time of permit application, the Fire Chief shall be consulted regarding the requirements for standby fire apparatus.

### **5614 FIREWORKS SALES**

**5614.1 Safe and Sane Fireworks.** The manufacture, display, sales, storage, possession, use and handling of safe and sane fireworks shall be in accordance with the California Code of Regulations and this chapter. Safe and sane fireworks are those fireworks as defined by Section 12529 of the California Health and Safety Code.

**5614.2 Date and Hours of Sale and Use.** Safe and sane fireworks may be sold during the period beginning at twelve noon (12:00 p.m.) on the 28th day of June and ending at eleven fifty-nine (11:59 p.m.) on the 4th day of July each year pursuant to the provisions of Section 12599, California Health and Safety Code. Daily opening and closing hours of each fireworks stand are optional as long as they fall within the times specified above. Safe and sane fireworks, as defined by Section 12529 of the California Health and Safety Code, may only be used between the hours of 11:00 a.m. and 11:59 p.m. on the 4th of July.



**5614.2.1 License—Required.** No person or organization shall possess, use, sell or offer for sale any fireworks of any kind without having applied for and received a license issued by the California State Fire Marshal’s Office, as provided for in Section 12688, California Health and Safety Code.

**5614.2.2 Permit—Required.** No person or organization shall possess, use, sell or offer for sale any fireworks of any kind without having applied for and received a permit from the Guadalupe Fire Department.

**5614.2.3 Permit—Issuance.** No permits for sale of safe and sane fireworks will be issued to any person, firm or corporation except those nonprofit associations or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. Proof of nonprofit status may be required.

Each organization must have its principal and primary meeting place within the corporate city limits of the City of Guadalupe. No organization may receive more than one permit for one location for the sale of safe and sane fireworks during any one calendar year.

- a. The maximum number of permits that will be issued pursuant to this article shall not exceed one permit for each 6,000 residents of the City, or fraction thereof, based on the official City census.
- b. If the number of applications exceeds the number of permits to be issued, the permittees during the preceding year shall have first priority for the available permits. Those organizations applying that are beyond the maximum number of permits issued may be put on a waiting list maintained by the Guadalupe Fire Department, if they so request.

EXCEPTIONS: Any prior permittee who fails to operate and any prior permittee who violates any rule, ordinance, regulation, or law while operating a fireworks stand in any one year shall be deemed to have withdrawn from the fireworks sale program. Applicants who are deemed to have withdrawn from the program may apply in writing to the Fire Chief for reinstatement. Prior permit holders may be returned to the program on the waiting list upon demonstrating that failure to timely submit was due to excusable negligence and the applicant otherwise meets the qualifications of this code.

**5614.2.4 Permit Application.** All applicants for a permit to sell fireworks shall:

- 1. Furnish the Guadalupe Fire Department a list of names of the organizations and the name, address, and phone number of the individual in each organization who is responsible for the retail sales of the fireworks. This list will be used to send the appropriate letters and application forms to the current list of permit applicants. The list shall be in the possession of the Guadalupe Fire Department no later than May 15th of each year so the appropriate letter and forms may be sent to the permit applicants in a timely fashion.
- 2. Submit a written application to sell fireworks on the form provided by the City.
- 3. Submit a copy of a certificate of insurance in the amount of \$1,000,000.00 for public liability and property damage, indicating riders attached to the policy designating the City of Guadalupe as an additional insured.
- 4. Submit a “letter of permission” signed by the property owner or their authorized agent permitting the organization to erect a fireworks stand on the owner’s property.

5. Complete and submit all required paperwork to the Guadalupe Fire Department on or before June 5th for sales to commence during the period June 28th to July 4th of the same year. Failure to submit a complete application package by June 5th shall be deemed a withdrawal from the fireworks sale program. Applicants who are deemed to have withdrawn from the program may apply in writing to the Fire Chief for reinstatement. The applicant may be returned to the program on the waiting list upon demonstrating that failure to timely submit was due to excusable negligence and the applicant otherwise meets the qualifications of this code.

**5614.2.5 Fireworks Stand Construction.** Sales of safe and sane fireworks shall only be from temporary fireworks stands. Sale from any other building or structure is prohibited. Temporary fireworks stands shall be subject to the following conditions:

1. No stand shall be located within 25 feet (7.4 m) of a building or within 100 feet (31 m) of any flammable or combustible liquid or flammable gas dispensing or storage operation.
2. Fireworks stands need not comply with the Building Code. All stands must be constructed and erected in a manner that will reasonably ensure the safety of the attendants and customers. The stands are subject to inspection by the Guadalupe Fire Department at any time and decisions as to the reasonableness of safety and construction of the stand will be determined through these inspections.
3. Fireworks stands need not obtain a conditional use permit.
4. All fireworks stands shall be erected only on commercial or industrial zoned property within the city limits of Guadalupe. No fireworks stand shall be constructed or erected on residentially zoned property.
5. Stand locations shall be approved by the Fire Department prior to construction.
6. Permittees must provide a "letter of permission" from the property owner or their authorized agent approving the use of the property for fireworks sale.
7. Fireworks stands in excess of 24 feet (7.3 m) in length shall have a minimum of 2 exits.

**5614.2.6 Fireworks Stand Operation.** No person shall be paid any consideration for erecting, constructing, dismantling or operating a fireworks stand.

1. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at a stand. This includes constructing, erecting, or dismantling a fireworks stand.
2. While occupied, all fireworks stands shall have a minimum of one 2A rated water pressure fire extinguisher with a current service tag within the stand. The pressurized water type of fire extinguisher shall not be substituted with any other type.
3. All weeds, trash and other combustible debris shall be cleared for a distance of at least 25 feet (7.4 m) from the stand in all directions.
4. Doors of the stands shall not be locked on the outside. The door may be provided with a latch on the inside, provided it does not cause undue delay to anyone exiting in an emergency.
5. The interior of the stand shall be maintained in such a manner as to provide a clear pathway from any point inside to an exit at all times.

6. All electrical power to the stands shall be installed and maintained in a safe manner. Generators and their fuel shall be stored and operated a minimum of 25 feet (7.4 m) from the stand.
7. No heating appliance shall be permitted inside of a stand or within 25 feet (7.4 m) of a stand.
8. No motor vehicle shall be parked within 25 feet (7.4 m) of a stand.
  - Exception:** Vehicles operated by a permitted organization to pick up or deliver fireworks may be parked within 25 feet (7.4 m) of a stand.
9. All fireworks stands shall be completely emptied of fireworks and the fireworks shall be transported to the central storage facility when the stand is not open for business.
10. No person shall sleep or otherwise occupy a fireworks stand in lieu of removing the fireworks from the stand when not open for business.
11. The temporary fireworks stand will be dismantled and removed from its location not later than the Sunday of the weekend following the 4th of July of each year. It shall be the responsibility of the permittee to remove the stand. If the removal of the stand is not accomplished by this deadline, the City of Guadalupe shall remove and store it until it is redeemed by the payment of appropriate fees and interest thereon, if applicable due to the passage of time before payment is received, for its removal and storage.

**5614.2.7 Fireworks Storage, Transportation and Delivery.** Storage, transportation and delivery of fireworks shall be in accordance with this chapter.

1. Fireworks storage is authorized in only 2 locations: at the fireworks stands when open for business or at the City-approved centralized storage facility.
2. Fireworks wholesale distributors are responsible for obtaining an approved central storage facility. A Fire Department permit is required for the central storage facility.
3. The central storage facility shall be located only in commercial or industrial zoned areas ~~only~~. The central storage facility shall not be located on residentially zoned properties.
4. Fireworks stored in the central storage facility shall be outside of a building. Fireworks shall not be stored within a building.
5. The City of Guadalupe shall not be responsible for any costs or liabilities associated with the central storage facility.
6. The central storage facility shall be enclosed by a fence not less than 6 feet (1.9 m) in height on all sides.
  - a. Vehicles, trailers, or storage containers shall be placed within the storage facility so that there is a minimum distance of 20 feet (6.1 m) from the perimeter fence.
  - b. Vehicles, trailers, and storage containers shall be kept locked at all times except when fireworks are being loaded and unloaded.
  - c. The central storage facility shall be approved by the Chief of Police.
  - d. "No Smoking" signs shall be posted on the perimeter fence and at the entrance to the central storage facility. Signs on the perimeter fencing shall be placed every 30 feet (9.1 m).
7. Fireworks shall be transported directly from the central storage facility to the fireworks stands with no stops in between. Transportation shall be by wholesalers or permittees only.
8. The Fire Chief may impose additional conditions as deemed appropriate.

**5614.2.8 Violations.** Violations of any provision of this chapter shall be a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000.00, or by imprisonment in the County jail for a period not exceeding 180 calendar days, or both such fine and imprisonment. An administrative citation may also be issued as set forth in Chapters 1.10 and 1.11 of the Guadalupe Municipal Code. The fine for an administrative citation shall not exceed \$1,000.00 per violation, per day.

## **CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS**

### **5701 GENERAL**

**5701.6 Locations Where Above-ground Tanks Are Prohibited.** Storage of Class I, II, IIIA, or IIIB liquids in above-ground tanks outside of buildings is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**5701.7 Identification Placard for Above-ground Tanks.** All above-ground tanks containing Class I, II, IIIA, or IIIB liquids shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

## **CHAPTER 58 FLAMMABLE GASES**

### **5801 GENERAL**

**5801.3 Conditional Use Permit.** The storage, use, and dispensing of flammable gases in above-ground containers exceeding 450 gallons is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**5801.4 Identification Placard for Above-ground Tanks.** All above-ground tanks containing flammable gases shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

## **CHAPTER 61 LIQUEFIED PETROLEUM GASES**

### **6101 GENERAL**

**6101.3 Construction Documents.** Where a single LP-gas container is more than 450 gallons (1,704 L) in water capacity or the aggregate water capacity of LP-gas containers is more than 1,000 gallons (3,786 L), the installer shall submit construction documents for such installation.

#### **6104 LOCATION OF LP-GAS CONTAINERS**

**6104.5 Conditional Use Permit.** The storage, use, and dispensing of liquefied petroleum gas in above-ground containers exceeding 450 gallons (1,704 L) is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

**6104.5.1 Identification Placard for Above-ground Tanks.** All above-ground tanks containing more than 450 gallons (1,704 L) of liquefied petroleum gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

#### **15.08.030 California Fire Code Appendices adopted.**

The following Appendices of the California Fire Code, 2022 edition, as published by the State of California, and subsequent editions as adopted by the State of California, are adopted by reference subject to the additions, deletions, and amendments set forth in this chapter.

**Appendix 'A' "Board of Appeals"** is adopted in its entirety with the following additions and amendments:

#### **SECTION A 101 GENERAL**

**A101.1 Scope.** A Board of Appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the California Fire Code as adopted and amended by the City of Guadalupe pursuant to the provisions of Section 108 of the California Fire Code. The Board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the Fire Code Official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

**A101.3 Membership of Board.** The membership of the board shall consist of 3 voting members having the qualifications established by this section. Members shall be nominated by the Fire Chief, subject to confirmation by a majority vote of the City Council.

**A101.3.1 Appeals Board Members.** The Board of Appeals may be comprised of any combination of the following, but must have at least one general industry or businessperson as described in subsection A101.3.1.5 of this section.

**A101.3.1.1 Design Professional.** Practicing design professional registered in the practice of engineering or architecture in the State of California.

**A101.3.1.2 Fire Protection Engineering Professional.** Qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

**A101.3.1.3 Industrial Safety Professional.** Registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.

**A101.3.1.4 General Contractor.** Contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

**A101.3.1.5 General Industry or Business Representative.** Representative of business or industry not represented by a member from one of the other categories of Board members described above.

**A101.3.1.6 Terms of Office.** Members are volunteers and shall serve without remuneration or compensation and shall serve at the pleasure of the City Council.

**Appendix B, Fire-Flow Requirements for Buildings,** is adopted in its entirety.

**Appendix C, Fire Hydrant Number and Distribution,** is adopted in its entirety, except Table C102.1 is replaced with the following table:

**TABLE C102.1  
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS**

FIRE-FLOW REQUIREMENT (GPM)	MINIMUM NUMBER OF HYDRANTS	HYDRANT SPACING <sup>a, b</sup> (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT
1,750 or less	1	400	200
2,000 to 2,250	2	400	200
2,500	3	400	200
3,000	3	400	200
3,500 to 4,000	4	350	200
4,500 to 5,000	5	300	150
5,500	6	300	150

6,000	6	250	150
6,500 to 7,000	7	250	150
7,500 or more	8 or more <sup>c</sup>	200	125

- a. Where streets are provided with median dividers which can be crossed by firefighters pulling hose lines, or where arterial streets are provided with 4 or more traffic lanes and have a traffic count of 30,000 vehicles per day, hydrant spacing shall average 350 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 300 feet for higher flow requirements.
- b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 600 feet for transportation hazards.
- c. One hydrant for each 1,000 gallons per minute or fraction thereof. Flow requirements will be rounded up to the next highest 1,000 gallon per minute increment.

**Appendix 'D' "Fire Apparatus Access Roads"** is adopted in its entirety. With the following additions.

**D103.6.3 Fire Lane Sign Requirements.** No Parking/Fire Lane signs must follow these guidelines:

- a. The CVC Code 22500.1 (CVC 22500.1) must be imprinted on the bottom of the sign.
- b. All lettering shall be red on white reflective background no smaller than 2 inches in height.
- c. The sign shall be no smaller than 12 inches wide by 18 inches high.
- d. The sign shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be of durable material.
- e. Signs shall be installed at all driveway entrances and at intervals of not less than 100 feet along all designated fire lanes.

**D103.6.4 Fire Lane Curb Painting Requirements.** Where a curb exists adjacent to a fire lane, the top and face of the curb shall be painted with red traffic paint. Where the curb is discontinued, a red stripe and stencil as described below shall be painted to define the fire lane. Red curbs, red stripes and white stencils must be maintained in good condition and follow these guidelines:

- a. The face of the curb shall be stenciled with the words: NO PARKING FIRE LANE in white block letters a minimum 4 inches in height.
- b. The stencil must be painted on the FACE of the curb. Exception: Under circumstances where the curb height is less than 4 inches, the stencil may appear on the top of the curb.
- c. The stencil must appear every 50 feet or less, depending on the configuration of the fire lane. (Where a small island cannot contain both phrases, FIRE LANE must appear the NO PARKING may be omitted).
- d. Where no curb exists adjacent to the fire lane, the edge of the fire lane shall be marked with an 8 inch wide red stripe. In addition, a diagonal 8 inch wide red stripe may be required between the edges of the fire lane, with the diagonal stripe connecting the stripes or curbs at the edges of the fire lane. Spacing of the diagonal stripe is every 50 feet.

- e. The stripe shall be stenciled with the words NO PARKING FIRE LANE in white block letters, minimum 4 inches in height.
- f. The stencil must appear every 50 feet or less, depending on the configuration of the fire lane. If the fire lane is less than 50 feet the stencil must appear at the beginning and end of the fire lane.

**Appendix 'E' "Hazard Categories"** is adopted in its entirety.

**Appendix 'F' "Hazard Ranking"** is adopted in its entirety.

**Appendix 'G' "Cryogenic Fluids – Weight and Volume Equivalents"** is adopted in its entirety.

**Appendix 'I' "Fire Protection Systems – Noncompliant Conditions"** is adopted in its entirety.

**Appendix 'K' "Construction Requirements for Existing Ambulatory Care Facilities"** is adopted in its entirety.

**Appendix 'N' "Indoor Trade Shows and Exhibitions"** is adopted in its entirety.

**Section 4. Publication and Effective Date.** Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be posted in three publicly accessible locations in the City. This ordinance shall go into effect and be in full force and effect at 12:01 a.m. on January 1, 2023.

**Section 5. Savings and Interpretation Clause.** This ordinance shall not be interpreted in any manner to conflict with controlling provisions of state law, including, without limitation, the Government Code of the State of California. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. If this ordinance, or any section, subsection or clause of this ordinance shall be deemed unconstitutional or invalid as applied to a particular appeal, the validity of this ordinance and its sections, subsections and clauses in regards to other contracts, shall not be affected.

**INTRODUCED** at a regular meeting of the City Council held this 8<sup>th</sup> day of November 2022, by the following vote:

**MOTION**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**PASSED AND ADOPTED** at a regular meeting of the City Council held this 22<sup>nd</sup> day of November 2022, by the following vote:

**MOTION**



**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINED:**

**ATTEST:**

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Amelia M. Villegas, City Clerk

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Ariston Julian, Mayor

**APPROVED AS IS TO FORM:**

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Philip F. Sinco, City Attorney

# 2022 California Fire Code Amendments

## City of Guadalupe

### Summary of Changes

Page	Description
3	Section 104.11 Authority at Fires and Other Emergencies moved to Section 104.12, and amendment section 104.11 moved to 104.12
3	Deletion of 2019 Municipal Code amendment section 15.08.020 (105.6)
3	Section 107 Inspections moved to Section 108, and amendments section 107.1 to section 108.1
3-4	Section 109 Board of Appeals moved to Section 111, and amendments 109.1, 109.1.1, and 109.1.2 moved to 111.1, 111.1.1, and 111.1.2.
4	Section 110 Violations moved to Section 112, and amendments 110.2 and 110.4 moved to 112.2 and 112.4.
4	Section 112 Stop Work Order moved to Section 113. Amendment 112.4 moved to 113.4, and penalty section changed from 110.4 to 112.4.
4-5	Section 114 Fire Watch moved to Section 403 Special Requirement for Public Safety and renumbered 403.11.1 Fire Watch Personnel.
7	Delete local amendment 403.12.1.2 Duties.
10	Section 603 amendments moved to section 605. Amendment 603.4 renumbered to 605.5 and exaptation note renumbered to 605.5.2 match new 2022 CFC code.
10	Section 604 renumbered to 603 match new 2022 CFC code.
10	Section 604.9 renumbered to 603.8 to match new 2022 CFC Code.
11	Section 607 renumbered and title changed to 606 Commercial Cooking Equipment and Systems to match new 2022 CFC code
11	Section 607.3.4.1 renumbered to 606.3.4.1 to match new 2022 CFC code.
11	Section 901.7 reference 403.11.1 code updated to meet new 2022 CFC changes.
12	Section 903.2.21 renumbered to 903.2.22 to match changes to 2022 CFC code.
12	Section 903.2.22 renumbered to 903.2.23 to match changes to 2022 CFC code.
13	Section 904.12.6 renumbered to 904.13.6 to match changes to 2022 CFC Code
13	Section 912.5 title change from Signage to Signs to match 2022 CFC Code
13	Delete Amendments 1004.6 and 1004.6.1, New 2022 CFC incorporated changes outlined.
14	Section 1029 renumbered to 1030 match new 2022 CFC code and City Amendment changed from 1029.18 to 1030.18.
15	City Amendment 2306.2.3.3 reference code 105.6.18 and 105.6.31 changed to 105.5.18 and 105.5.33 to match 2022 CFC code.
16	City Amendment 2307.1.3 reference code 105.6.28 and 105.6.31 changed to 105.5.28 and 105.5.33 to match 2022 CFC code.
16	City Amendment 2308.1.3 reference code 105.6.31 changed to 105.5.33 to match 2022 CFC code.
16	City Amendment 2309.1.3 reference code 105.6.31 changed to 105.5.33 to match 2022 CFC code.
17	City Amendment 3103.4 reference code 105.6 and 105.7 changed to 105.5 and 105.6 to match 2022 CFC code.
17	City Amendment 3206.2.2 reference code 903.2.21 changed to 903.2.22 to match 2022 CFC code.
17	City Amendment 3206.2.3 reference code 903.2.21.2 changed to 903.2.22.2 to match 2022 CFC code.

17	Section 3303 renumbered to 3304 to match changes to 2022 CFC Code
17	Section 3304 renumbered to 3305 to match changes to 2022 CFC Code and City Amendment 403.11.1.1, 403.11.1.2, 403.11.1.3, 403.11.1.4 and 403.11.1.5 of this code
17	Section 3310 renumbered to 3311 to match changes to 2022 CFC Code
18	Section 3311 renumbered to 3312 to match changes to 2022 CFC Code
18	Section 3312 renumbered to 3313 to match changes to 2022 CFC Code
18	Deletion of amendment 3312.1. New 2022 CFC code incorporates city requirements under section 3313.1
18	City Amendment 3312.1.1 changed to 3313.1.1 to match 2022 CFC code
18	Section 3315 renumbered to 3316 to match changes to 2022 CFC Code
22	Chapter 58 print correction 5701 to 5801.
23	Fire Code year reference change 2019 to 2022
23-24	Section A101.2 renumbered to A101.3 to match changes to 2022 CFC Code
24	Section A101.3 renumbered to A101.3.1.6 to match changes to 2022 CFC Code
26	Section 4, year change from 2020 to 2023
26	Adoption document year change from 2019 to 2022
25	



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Philip F. Sinco*

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**Prepared by:**  
**Philip F. Sinco, City Attorney**

*Todd Bodem*

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

**SUBJECT:** City Council Vacancy

**RECOMMENDATION:**

Consider whether to make an appointment or call for a special municipal election to fill upcoming vacant City Council seat.

**BACKGROUND:**

Councilmember Ramirez submitted a letter of resignation to the City Clerk on October 25, 2022. (Attachment 1). He specified the date of his resignation as November 29, 2022. Because the effective date of his resignation will occur approximately halfway through his four-year term, whoever eventually fills this vacancy will serve until what would have been the final day of Councilmember Ramirez' term (which officially ends on December 3, 2024). Of course, whoever is appointed could run for election in 2024, and if he or she won, a new term of office would begin as of December 3, 2024.

**DISCUSSION:**

Government Code section 36512 provides that a city council must fill a vacant council seat within 60 days after the seat becomes vacant either by making an appointment or calling for a special election to fill the seat. Since the effective date of Councilmember Ramirez' resignation is November 29, 2022, the Council must make an appointment to fill the vacancy or call for a special election no later than January 28, 2023.

Staff recommends that the City Council fill this vacancy by an appointment process rather than by calling for a special municipal election in light of the high cost of conducting such an election.

Assuming that the Council agrees that the vacancy should be filled by an appointment, staff recommends that the Council direct staff to provide notice to City residents by posting a notice on the City's website and possibly in some other ways (as directed by the City Council) to inform persons who may be interested in serving the remainder of Councilmember Ramirez' term. This notice would inform interested persons to submit a letter of interest which should include a description of their qualifications for the office and their reason(s) for wanting to serve in this capacity. Staff further recommends that a

thirty (30) day period for submission of such letters of interest be provided, and that, thereafter, the letters will be reviewed by the Council at its meeting on December 13, 2022, to select which the applicant(s) it is interested in interviewing at an open session to be held on January 10, 2023. The Council may select from these applicants and make the appointment at this meeting, or it can continue its deliberations/selection process to the next meeting (on January 24, 2023) where it will make the appointment, or if necessary, at which time the Council can call for the special election to fill the vacancy.

**FISCAL IMPACT:**

None.

**ATTACHMENTS**

1. Council member Ramirez' resignation letter dated October 25, 2022

October 25, 2022

Dear Madam Clerk Amelia Villegas,

*Please accept this letter as my formal resignation from my role as City Councilmember. My last day with City of Guadalupe will be November 29<sup>th</sup>, 2022.*

*I would like to take this opportunity to thank you for the knowledge and experience I have gained while representing the City. I am very grateful for the time I have spent on the Council and the professional and personal relationships I've built. It's been a pleasure working alongside of you all. I am excited to see the direction the City is headed and could not leave it in more capable hands.*

Thank you all.

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Ramirez', with a long horizontal flourish extending to the right.

Antonio Ramirez



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022**

*Shannon Sweeney*

*Todd Bodem*

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**Prepared by:**  
**Shannon Sweeney**  
**Public Works Director/City Engineer**

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

**SUBJECT:** Main Street/Obispo intersection traffic issues.

**RECOMMENDATION:**

That City Council provide direction to staff on next steps for traffic control on Highway 166 (West Main Street) in the vicinity of Obispo Street.

**DISCUSSION:**

The City completed a Local Road Safety Plan (LRSP) on February 22, 2022. This document is available on the City's website at [www.ci.guadalupe.ca.us](http://www.ci.guadalupe.ca.us) under Miscellaneous Documents.

In this document, citywide collision data from December 31, 2015, through December 31, 2020, was analyzed to study collision patterns and trends, and identify high crash locations in the City. The highest ranked intersection was identified at State Highway 166/W. Main St. and Obispo Street, with four collisions during the time period analyzed.

As discussed in the LRSP, this is currently a two-way stop control intersection. Warrant assessments were conducted for this intersection, and it has been concluded that this intersection is warranted for both a multi-way stop control and traffic signal control. The Pasadera development is required to install a traffic signal control. Until this traffic signal is installed, the LRSP recommended that the intersection be converted to a multiway stop control as an interim measure.

City staff initiated the process for installing the recommended multiway stop by submitting an encroachment permit application to Caltrans. Caltrans expressed concern that a multiway stop at this location would cause a queuing problem, or backup of vehicles onto the nearby railroad tracks. Evaluation of data from an existing traffic study for the intersection confirms that the installation of a multiway stop would cause traffic queuing on railroad tracks at peak traffic times.

Traffic analysis at this intersection was completed by Rick Engineering on May 30, 2019. This report calculated a queue length of 915 feet at Main Street and Obispo Street. The distance between the intersection and railroad is 820 feet.

Based on this information, the encroachment permit application was rescinded, as the request would be denied due to the safety concerns associated with traffic queuing. Note that the traffic signal would mitigate this queuing issue by programming the signal to change before the queue impacts the railroad.

The Pasadera development is in active communication with Caltrans to obtain an encroachment permit for installation of the traffic signal. The current challenge is that Caltrans is requesting that the development redo its environmental impact report that was originally completed and certified in 2012. Pasadera believes that this report is still valid since the development has not substantially changed. Completion of the environmental impact report typically takes between 12 and 18 months. The City is not involved in this dispute.

Since the Obispo/166 intersection remains of concern to the City, but the City is unable to install stop signs or speed up the resolution of the dispute between Caltrans and Pasadera, staff has been considering other possible options to reduce the potential risks of accidents at this intersection. The best of these possible options involves the intersection at Flower and 166. A three-way stop at this intersection may help reduce the speed of traffic coming into town on Highway 166 from Santa Maria. A three-way stop at this location may also help divert some traffic away from the Obispo and 166 intersection by providing a controlled intersection to facilitate a left turn onto Highway 166 eastbound. Any reduction in traffic at the Obispo/166 intersection reduces the number of potential conflicts. In addition, slower traffic traveling west on Highway 166 can help reduce the severity of accidents that may occur.

Note that there are positives and negatives to this traffic control to the Treasure Park neighborhood. On one hand, the controlled intersection at Flower St./166 facilitates the left-hand turn from this neighborhood onto Highway 166 eastbound. On the other hand, this change may increase traffic along Flower Street and through any of the seven arterial streets, which are residential. Please note however, that most of the houses adjacent to Flower Street do not face the street (side yards only). This would reduce increased risks of traffic conflicts from the increased traffic and vehicles backing out of driveways in addition to reducing increase nuisances to these residents from the increased traffic.

If Council desires, City staff can submit an encroachment permit application for a three-way stop sign to be installed at the Flower/166 intersection. It is possible that Caltrans may still request a queuing analysis. Pasadera has agreed to assist if such a request is made.





REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of November 8, 2022

*Amelia M. Villegas*

*Todd Bodem*

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**Prepared by:**  
**Amelia M. Villegas, Interim HR Manager**

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

**SUBJECT:**      Reclassification of the Business Manager Position and Finance Department Reorganization

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2022-98 approving the reclassification of the Business Manager position and reorganization in the Finance Department.

**BACKGROUND:**

For years the organizational structure in the Finance Department has been flat with all positions reporting to the Finance Director. With the increase in the department's customer base, there is a need for direct day-to-day supervision of the operations staff. Utility billing, business license processing, accounts payables, multiple miscellaneous payments and customer contact has increased.

In addition, there is the handling of monthly billing by manually billing for hydrant meter usage; monitor and mailing code enforcement letters and monitoring for 30-day payment, preparing notification and pre-collection letters, as required, and preparing miscellaneous quarterly and annual reporting as required by State and County agencies. The day-to-day operations of the department has seen the need for increased customer service.

**DISCUSSION:**

With the shift of the day-to-day supervision of the operations side to the Business Manager, the reclassified position title should be changed to "Accounting Supervisor" to reflect the supervisory aspect of the position. The Finance Director will then be able to increase the focus on overseeing the City's financial management programs, implementing fiscal policies, and establishing financial controls. The Finance Director retains responsibility for internal audits, overseeing the City's accounting, payroll and utility billing software system, preparation and administration of the annual budget, regular reporting to federal, state, and local agencies, such as CalPERS, Department of Finance, CalTrans, SBCAG and the Federal Transit Administration.

While the Accounting Supervisor will have the responsibility of supervising the collection of all City revenue and monitoring the cash flow for investment purposes, this function is under the direction of the Finance Director who will retain the overall responsibility of overseeing and analyzing all revenue and expenditures. In addition, the Finance Director retains responsibility as the custodial of the City's financial records.

All City departments have the responsibility to provide excellent customer service. The Finance Department is one area where this is especially important because of its daily contact with residents, customers, etc. Having the Accounting Supervisor supervising the staff, extra attention will be given to ensuring staff is completing daily tasks and providing the level of service expected from the Finance Department.

In the past annual audits, the auditors have included a finding saying that the internal controls within the Finance Department should be improved. The reorganization of the day-to-day review of processes to the Accounting Supervisor position would help improve the internal controls, which would mitigate risk of fraud. In addition, the new accounting software includes workflow with more review steps in each process to complete the process. The Accounting Supervisor position would approve the steps, with general direction from the Finance Director.

**FISCAL IMPACT:**

The salary range for the prior Business Manager position is 205 at \$32.844 to \$44.016. The proposed salary range for the reclassified Accounting Supervisor position is 215 at \$36.279 to \$48.620.

With this reclassification, it is recommended the incumbent employee be moved to the new salary range at Step E, \$44.099, which is comparable to the employee's current salary. There is no additional cost recommended for a step increase in this fiscal year. However, the employee will be eligible for a step increase in November 2023, contingent on the employee's overall performance.

**ATTACHMENTS:**

1. Resolution No. 2022-98
2. Accounting Supervisor Job Description
3. Organization Chart

**RESOLUTION NO. 2022-98**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE RECLASSIFICATION AND REVISED JOB DESCRIPTION FOR THE BUSINESS MANAGER TO ACCOUNTING SUPERVISOR AND REORGANIZATION IN THE FINANCE DEPARTMENT**

**WHEREAS**, the number of households, customers and vendors that the Finance Department provides service has significantly increased over the years; and

**WHEREAS**, the Finance Department providing such services has had a static organizational structure with all staff reporting to the Finance Director; and

**WHEREAS**, it is desirable that the duties of supervising the operations-side of the Finance Department be shifted from the Finance Director to allow the Finance Director to focus on other duties; and

**WHEREAS**, the existing Business Manager position and job description in the Finance Department does not adequately reflect the additional supervisory responsibilities that are needed for overseeing the operations side of the Finance Department; and

**WHEREAS**, this reorganization and reclassification of the prior Business Manager position will allow for more focused internal controls and direct day-to-day supervision of the operations staff; and

**WHEREAS**, this reclassification requires a change of the job title to "Accounting Supervisor" to more effectively reflect the supervisory aspect of the position

**WHEREAS**, SEIU Salary Range 215 has been established for the reclassified Accounting Supervisor position; and

**WHEREAS**, this reorganization allows for the Finance Director to provide more focus on higher level review of internal processes, budget and general ledger, along with the transition to the new accounting software; and

**WHEREAS**, the new accounting software requires more workflow and review steps for day-to-day operations that the Accounting Supervisor position would approve, under the general direction of the Finance Director; and

**WHEREAS**, the annual audit have produced findings that require the City to improve its internal controls within the Finance Department; and

**WHEREAS**, upon adoption, this reorganization and reclassified position will allow for the continuing attention and focus for the Finance Department to service their whole customer base in an efficient, effective and timely manner.

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

**SECTION 1:** The City Council approves the reclassification and job description for the regular, full-time Business Manager position

**SECTION 2:** The City Council approves the reorganization of the Finance Department

**SECTION 3:** 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.

**PASSED, APPROVED AND ADOPTED** at the regular meeting on the 8<sup>th</sup> day of November 2022 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-98**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney



**CITY OF GUADALUPE**  
**ACCOUNTING SUPERVISOR**

Revised Nov. 2002  
(Prior-Business Manager)

**DEFINITION:**

Under the general direction of the Finance Director, this position supervises the day-to-day operations of the Finance Department and performs difficult and complex fiscal support duties associated with the maintenance and processing of payroll and associated functions, entries to the general ledger and annual, quarterly and monthly reports to federal and state agencies and CalPERS.

**ESSENTIAL FUNCTIONS:**

- Supervises the collection of all City revenue and monitors cash flow for investment purposes, under general direction of the Finance Director. Revenues include property tax, sales tax, utility users' tax, franchise fees, business license fees, property rental including cell site leases, building permits, development impact fees, Measure A revenue, gas tax, local transportation funds, enterprise fund revenue (water, sewer, solid waste and transit) plus various state and federal grants)
- Selects, trains, evaluates and supervises Finance Department operations staff. Acts as backup to operations functions, as needed. Handles complex water services issues and customer complaints.
- Performs all payroll related functions including the processing of bi-weekly and monthly payrolls for all City employees, as well as related payroll deductions and benefits. Prepared quarterly and year-end tax reports and processes payroll and benefit related vendor payments.
- Ensures the integrity and maintenance of internal controls with payroll system in compliance with all state and federal payroll regulations and local policies and procedures. Reconciles all payroll liability accounts and prepares journal entries, as necessary, on a monthly basis. Electronically prepares CalPERS wage report per specified procedures on a bi-weekly basis.
- Monitors bank activity daily in warrant account to post electronic revenues received and electronic disbursements.
- Responsible for Annual government Compensation Report with payroll data for State Controller.
- Assists in the development of Annual Audit by preparing lead sheets for balance sheet accounts and responds to auditors on payroll-related matters.

KNOWLEDGE/SKILLS:

- Principles, practices and techniques of general accounting procedures
- Software account system modules for Accounts Payable, utilities and payroll; knowledge of Tyler system, preferred
- Principles and practices of effective personnel supervision, evaluation and training
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to analyze raw data and information and prepare conclusions and recommendations
- Excellent verbal, written and customer service skills
- Ability to maintenance confidential information
- Ability to work both in a team environment and independently

EDUCATION & EXPERIENCE:

- High School Diploma, GED or equivalent; additional accounting coursework, strongly preferred.
- Minimum of 4-5 years of general office experience, to include 2 years lead/supervisory experience in an accounting/finance operations environment.
- Experience with dealing with the public and handling customer complaints.
- Bilingual, Spanish, both oral and written, is required.
- Possession of a valid California Driver's License, Class C, with a satisfactory (clean) driving record is required.

PHYSICAL REQUIREMENTS:

- Frequently sits for extended periods of time. Occasionally stands for short durations of time and walks short distances.
- Occasionally reaches above, at, and below shoulder level.
- Seldom lift, carry, push and pull materials and objects up to 10-15 pounds.
- Occasionally bend, stoop, kneel, handle, grip, grasp, extend neck upward, downward, or side-to-side.
- Visual acuity which could be corrected sufficiently to perform the essential functions of the position; average depth perception needed.
- Ability to effectively communicate verbally to exchange information and to effectively hear and comprehend oral instructions and communications in an office environment.
- Frequently use a computer and telecommunications equipment.

WORK ENVIRONMENT:

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

- Primarily works indoors with no exposure to inclement weather, conditions or hazards

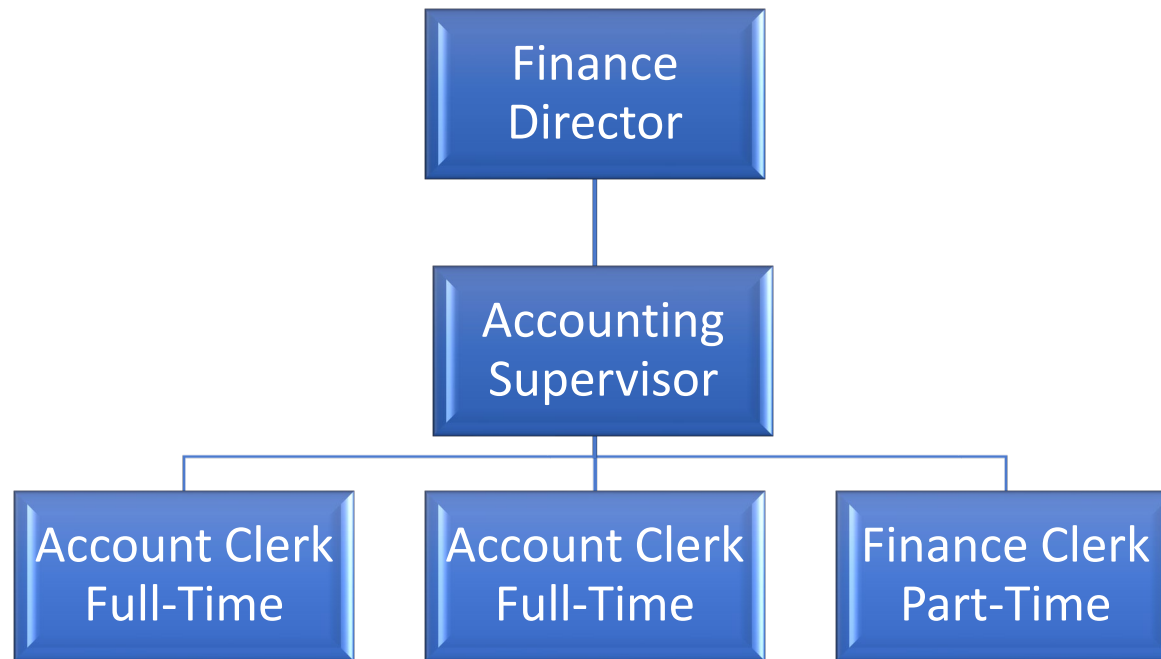
The noise level in the work environment is usually quiet in the office.

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*This job description is not intended to be all-inclusive. The employee may also perform other reasonably related duties as assigned. The City of Guadalupe provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state, or local laws.*

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# Proposed Finance Department Org Chart







**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of November 8, 2022**

*Amelia M. Villegas*

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**Prepared by:**  
**Amelia M. Villegas, Interim Human Resources Manager**

**SUBJECT:** Adoption of a resolution authorizing a New Employment Agreement between the City of Guadalupe and Todd Bodem as City Administrator

**RECOMMENDATION:**

It is recommended the Council adopt the attached resolution approving a new employment agreement with Todd Bodem as City Administrator and authorizing the Mayor to sign the agreement on behalf of the City.

**BACKGROUND:**

The City Council approved an employment agreement with Todd Bodem as the City Administrator at its meeting on October 8, 2019. This agreement was for a three-year period from November 1, 2019, through October 31, 2022.

As required by this agreement, the City Council informed Mr. Bodem after June 30, 2022, of its intention to enter into a new employment agreement with him. The alternative was to inform him at that time if the agreement would not be extended. The negotiations for this new agreement concluded after Mr. Bodem accepted the terms of the City Council's proposal approved at the conclusion of a closed session on this matter held at the Council meeting on October 25, 2022.

**DISCUSSION:**

A copy of the new employment agreement between the City and Mr. Bodem is attached as Exhibit 1 to the Resolution for this item (attached hereto as Attachment 1). The agreement is based on the same terms as the prior agreement, with the following changes:

- A term of two (2) years from November 1, 2022, through October 31, 2024.
- Base salary will be \$146,864.16. A three percent (3%) salary increase may be granted on or after November 1, 2023, if he receives a "satisfactory" performance evaluation from the City Council. He will also be eligible for up to an additional three percent (3%) increase at that time if he has met certain criteria set forth in a "pay-for-performance" program, the terms of which the Council will approve no later than by January 10, 2023.

- In lieu of reimbursement at the IRS approved mileage rate if Mr. Bodem uses his personal vehicle for City business, he will receive a \$150.00 per month automobile allowance stipend.
- Mr. Bodem will automatically receive a three percent (3%) increase to his base salary (up from a \$1.00 per hour increase as provided in the original employment agreement) if any City employee receives an increase to his or her base salary that is higher than Mr. Bodem's.

**FISCAL IMPACT:**

The impact of this new agreement is an increase of expense to the City's general fund of approximately \$11,000 during the first year of the agreement, and up to \$20,000 depending on whether Mr. Bodem is awarded a salary increase during the second year of the agreement.

**ATTACHMENTS**

1. Resolution No. 2022-100

RESOLUTION NO. 2022-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING A NEW EMPLOYMENT AGREEMENT WITH TODD BODEM AS CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF GUADALUPE**

**WHEREAS**, Todd Bodem was appointed by the City Council to serve as its City Administrator at the Council's meeting on October 8, 2019, and approved an employment agreement with Mr. Bodem for a term beginning on November 1, 2019, and ending on October 31, 2022; and

**WHEREAS**, pursuant to the terms of that agreement, the City Council previously informed Mr. Bodem in or around July 2022 that it intended to enter into a new employment agreement with him; and

**WHEREAS**, the City Council and Mr. Bodem negotiated the terms for a new employment agreement, which negotiations concluded after Mr. Bodem accepted the terms of the City Council's offer reached at the conclusion of its closed session discussion held on October 25, 2022; and

**WHEREAS**, Mr. Bodem and the City Council desire to formally enter into a new employment agreement based upon these terms.

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

**SECTION 1.** The City Council hereby approves the terms of the employment agreement between the City of Guadalupe and Mr. Todd Bodem as City Administrator which is attached hereto as Exhibit 1.

**SECTION 2.** The City Council hereby authorizes the Mayor to sign the employment agreement on behalf of the City of Guadalupe.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of November 2022, by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2022-100** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 8, 2022, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Amelia M. Villegas, City Clerk

\_\_\_\_\_  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip F. Sinco, City Attorney

**EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF GUADALUPE  
&  
TODD BODEM**

This Agreement is made and entered into this 8<sup>th</sup> day of November of 2022 by and between the City of Guadalupe, a municipal corporation, (hereinafter called “Employer” of “City” and Todd Bodem, (hereinafter called “Employee”) an individual, both of whom agree as follows:

**Section 1: Term:**

The term of this agreement shall be for a period of two (2) years, from November 1, 2022 to and including October 31, 2024. Not later than June 30, 2024, Council shall either inform Employee of its intention to negotiate an extension to this agreement or vote to not extend this agreement. Notwithstanding the term of the agreement, Employee acknowledges that this position with the City is an “at-will” position, and Employer need not provide advance notification, sufficient or just cause, or a right of appeal from a decision to terminate Employee. Employee shall be entitled to only such benefits upon termination as are explicitly set forth in this Agreement. Employee is exempt from City's Personnel System and holds no property right in his employment with the City.

Employee agrees that no representative of City has made or can make any promises, statements, or representations which state or imply that Employee is hired or retained under any terms other than at-will and with exemption from City's Personnel System, as set forth above. Employee agrees that no agreement can impliedly arise that Employee is employed under any terms other than at-will and with exemption from City's Personnel System, as set forth above. Employee's status as at-will and exemption from City's Personnel System may only be changed, revoked, amended, or superseded by a written document, signed by Employee and the Mayor following approval by the City Council.

**Section 2: Duties and Authority**

Employer agrees to employ Employee as City Administrator to perform the functions and duties specified for that position under the California Government Code and Guadalupe Municipal Code Chapter 2.04 and to perform other legally permissible and proper duties and functions. Employee agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and responsibilities assigned to him by the City Council during the term of his employment.

**Section 3: Compensation**

A. During the term of this Agreement, Employer agrees to pay Employee an annual base salary of one hundred forty-six thousand eight hundred sixty-four and 16/100 Dollars (\$146,864.16), payable in installments at the time that other management employees of the employees of the Employer are paid, less any applicable deductions required for taxes

or other legally required amounts. During the term of this Agreement, should any employee of the City receive a cost of living or other increase in the base salary that equals or exceeds Employee's base salary set forth in this paragraph, Employer agrees to increase Employee's base salary to three percent (3%) more than the base salary of the next-highest paid employee of the City. For purposes of this section, "base salary" shall not include those amounts paid to employees for overtime payment.

B. Employee shall be eligible for a three percent (3%) increase on or after November 1, 2023, for the second year of the term of this agreement if Employee receives a "satisfactory" performance evaluation by the Council, and shall also be eligible for up to an additional one, two, or three percent increase at this time if certain "pay-for-performance" criteria have been met as determined by the City Council. The criteria for this "pay-for-performance" program will be approved by the City Council no later than January 10, 2023.

C. Employee shall be entitled to participate in a deferred compensation program pursuant to IRS Code Section 9457(b) administered by Mass Mutual. Should Employee choose to participate in this program, the City will not contribute any additional funds to Employee aside from the compensation stated above in Section A.

#### **Section 4: Health Insurance Benefits**

A. The Employer agrees to provide and to pay the premiums for insurance programs for the Employee and his dependents equal to those provided to other non-safety department heads of the City of Guadalupe. In the event Employee does not wish to enroll in such insurance programs, Employee may elect to receive the cash equivalent of such benefits by payment into a deferred compensation program.

B. The Employer agrees to provide and pay the premiums for term life insurance in the amount of \$105,000 on Employee's life, the beneficiary of which shall be selected by Employee. With respect to this insurance benefit only, Employee may not elect to receive the cash equivalent of such benefit.

#### **Section 5: Vacation, Sick, Administrative and Holiday Leave**

Employee shall be credited with vacation, holiday and sick leave in an amount equal to that of other non-safety employees of the City of equal tenure. A vacation accrual cap of 240 hours shall apply – Employee will not earn additional vacation hours in excess of that cap. Employee shall be credited with 20 hours of administrative leave upon commencement of employment, due to the irregular hours and additional hours needed to meet the needs of the City. Thereafter, Employee shall be credited with 80 hours of administrative leave each calendar year of this Agreement. Administrative leave shall be

replenished annually on January 1 but unused leave shall not be cashed out at the end of each calendar year, contract year, or upon termination or separation from the City. In addition, should Employee resigned from his employment as provided in Section 10 of this Agreement, administrative leave shall be prorated from January 1 of such year Employee resigns and Employee's final day of employment (at 20 hours per month) and if Employee has used more administrative leave than the prorated amount, such excess will be withheld from Employee's final paycheck.

### **Section 6: Retirement**

The Employer agrees to enroll the Employee into the applicable State PERS retirement system or plan using the 2% @ 62 base formula. The Employer agrees to make the appropriate Employer contributions on the Employee's behalf as required by PERS and approved by Council. Employee shall pay the full employee member contribution.

### **Section 7: General Business Expenses**

- A. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed receipts, pursuant to the City's Travel and Expense Reimbursement Policy.
- B. The Employer acknowledges the value of Employee being immediately accessible to Council members and staff via electronic mail and mobile telephone at all hours, whether Employee is present at City Hall or not. As such, the Employer shall pay Employee a monthly mobile telephone allowance of \$50, which shall cover all expenses of whatever nature incurred in the use of a mobile telephone for his duties for Employer.
- C. Employer shall budget for and pay reasonable professional dues, subscriptions, and expenses related to annual conference attendance and occasional training seminars, on behalf of Employee for purposes of allowing his continued and full participation in direct job-related professional organizations for the good of the City at the national, regional, state, and local levels, up to a maximum cost of \$2,500 annually. Such organizations shall include membership in the International City/County Manager's Association and the California League of Cities. Employee will be expected to provide reasonable notice to the City of any planned absences to attend such activities.
- D. City shall make available to Employee a City vehicle for his use on City business. In addition, City shall provide Employee a monthly payment of



\$150.00 as an automobile allowance stipend to compensate him for the use of his personal vehicle when a City vehicle is unavailable for Employee's use for City business or when Employee elects to use his personal vehicle on City business..

### **Section 8: Termination**

- A. For the purpose of this agreement, termination shall occur when at least three (3) out of five (5) members of the City Council vote to terminate the Employee at a duly authorized public meeting, when Employee is otherwise ready, willing and able to perform the duties of his position.
- B. If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, with or without a reasonable accommodation, for a period of four (4) successive weeks beyond any accumulated leave, or for twenty (20) working days over a thirty (30) working day period, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 9.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the employee in a percentage greater than the average reduction applicable to all department heads, Employee shall have the right to declare that such reduction constitutes termination entitling Employee to severance under Section 9.
- D. If the Employee resigns following an offer by Employer to accept resignation, or following a suggestion by Employer to resign, whether formal or informal, then the Employee shall have the right to declare such resignation a termination under this Agreement.
- E. If Employee is terminated for cause, Employee will not be entitled to severance pay as provided in Section 9. Cause for termination shall include, but not be limited to: insubordination (defined as direction given to Employee by at least three (3) out of (5) City Councilmembers that is not followed), unethical conduct (as defined under the Political Reform Act), commitment of a criminal act, dereliction of duties as specified in Section 2 of the Agreement, and malfeasance.

### **Section 9: Severance**

- A. Except as set forth in subsection E. above, and under Government Code Section 53260, if the Employee is terminated under Section 8, the Employer

shall provide a severance payment equal to six (6) months base salary at the current rate of pay and health insurance benefits at the employee-only level. The severance shall be paid in a lump sum. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is subsequently convicted of a crime involving an abuse of his office or position.

- B. Whether or not the City is required to pay a severance payment to Employee on termination of Employee, Employee shall be paid for all accrued and unused vacation leave to date of termination then payable under the terms of this Agreement. No payment shall be made upon termination or separation from the City for accrued and unused sick or administrative leave.
- C. Employee shall not be entitled to the severance payment set forth in subsection A in the event he is terminated following a conviction of a felony, or of a misdemeanor involving abuse of office or position by Employee, as that term is defined in Government Code Section 53243.4.
- D. This Section in no way changes or modifies Employee's status as an at-will employee.

### **Section 10: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise. If Employee voluntarily resigns his position with the Employer, Employee shall not be entitled to the severance payment set forth in Section 9.

### **Section 11: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, including but not limited to City Council and other meetings occurring during evening and night hours, and on days when City Hall is closed to the public. Employer is retaining Employee to perform the duties of City Administrator, and not for any particular working hours or schedule. Employee shall be entitled to no additional compensation for hours worked outside the Employer's normal office hours.

### **Section 12: Indemnification**

- A. Employer shall provide Employee defense and indemnification as set forth in Part 7, Division 3.6, Title 1 of the Government Code, specifically Government Code Sections 995 et seq.
- B. Employee recognizes that Employer shall have the right to compromise and settle all actions or proceedings in which Employer is providing Employee a defense, even if Employee objects to such compromise or settlement.

### **Section 13: Other Terms and Conditions of Employment**

A. The Employer shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Guadalupe municipal code or any other California law.

B. During the first year of employment, Employer shall review Employee's job performance after three (3) months, after six (6) months, and at the end of the Employee's first year of employment. Thereafter, Employer shall review Employee's job performance not less frequently than annually during the month of October of each year unless the parties agree otherwise. Interim reviews may be scheduled at any time upon direction of the City Council, with such notice as is required by law. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by Employer and Employee. The three (3) and six (6) month evaluations during the first year of Employee's employment may be less formal as determined by the City Council. Employer shall provide Employee a reasonable and adequate opportunity to discuss Employee's evaluation with the Employer. The annual performance reviews and evaluations shall be reasonably related to the Employee's duties under Chapter 2.04 of the Municipal Code and shall be based, in whole or in part, on goals for Employee's performance that are jointly developed and adopted by the Employer and Employee.

### **Section 14: General Provisions**

- A. Effective Date: This Agreement shall become effective on approval by the City Council at a regular meeting.
- B. Arbitration: Any and all controversies or claims arising out of or relating to Employee's employment with City or the termination of Employee's

employment with City shall be settled by binding arbitration in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

- C. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
  
- D. Miscellaneous: Employee's duties and obligations under this Agreement are personal and not assignable. The Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of California.
  
- E. Integration: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee related to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

CITY OF GUADALUPE  
("EMPLOYER")

TODD BODEM  
("EMPLOYEE")

By: \_\_\_\_\_  
Ariston Julian, Mayor

By: \_\_\_\_\_  
Todd Bodem