



# City of Guadalupe

## AGENDA

### Regular Meeting of the Guadalupe City Council

**Tuesday, February 28, 2023, at 6:00 pm**  
**City Hall, 918 Obispo Street, Council Chambers**

The City Council meeting will broadcast 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, February 28, 2023.

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 Christina Hernandez  
Council Member Gilbert Robles  
Council Member Megan Lizalde  
Mayor Pro Tempore Eugene Costa Jr.  
Mayor Ariston Julian

#### **2. PLEDGE OF ALLEGIANCE**

**3. MOMENT OF THANKS, APPRECIATION OR CONDOLENCES.**

**4. 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.

**5. CEREMONIAL CALENDAR**

- Swearing-in Josue Ramirez, Police Officer
- Recognizing Firefighter of the year – Guadalupe Reyes, Fire Engineer

**6. PRESENTATION**

- Family Service Agency -The Little House by the Park, Sam Duarte

**7. 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.

**8. 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 February 20, 2023.
- C. Approve the Minutes of the City Council special meeting of February 14, 2023.
- D. Approve the Minutes of the City Council regular meeting of February 14, 2023.
- E. Adopt, on the second reading, Ordinance No. 2023-508 amending the City's Commercial Cannabis Business Ordinance (Guadalupe Municipal Code Chapter 9.22).
- F. Adopt Resolution No. 2023-12 authorizing the Mayor to execute a construction contract with WM Lyles Co. for the Highway 1 lift station replacement project, and to execute a contract with Wallace Group for inspection services on this project.
- G. Approving the Recreation and Parks Dodgeball Tournament.

## **H. MONTHLY REPORTS FROM DEPARTMENT HEADS**

1. Public Safety Department:
  - a. Police Department report for January 2023
  - b. Fire Department report for January 2023
  - c. Code Compliance report for January 2023
2. Human Resources report for January 2023
3. Recreation and Parks report for January 2023

9. **CITY ADMINISTRATOR REPORT:** (Information Only)

10. **DIRECTOR OF PUBLIC SAFETY REPORT:** (Information Only)

## **PUBLIC HEARING**

### **11. Measure A Local Program of Projects.**

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

Recommendation: That the City Council adopt Resolution No. 2023-13 approving the 2023/2024 through 2027/28 Measure A Local Program of Projects for the City of Guadalupe.

## **REGULAR BUSINESS**

### **12. Mid-Year Review of Council-adopted goals and FY 2022-23 Budget.**

Written report: Robert Perrault, Interim Finance Director & Janice Davis, Finance Director

Recommendation: That the City Council review the information presented in the Mid-Year FY22-23 review of goals and budget and provide direction to staff to proceed with budget adjustments to the various funds as recommended.

### **13. Approving list of veterans' names for new streets and parks.**

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

Recommendation: That the City Council adopt Resolution No. 2023-14 approving the submission of the recommended list of names of veterans to the Pasadera development for use in naming streets and parks.

### **14. Request for funding for recruitment and hiring of two (2) Police Officers, one (1) Police Sergeant, and an Emergency Preparedness Coordinator.**

Written report: Michael Cash, Director of Public Safety

Recommendation: That the City Council approve the recruitment and hiring of two (2) police officers, one (1) police sergeant, and an emergency preparedness coordinator for the Guadalupe Department of Public Safety.

15. **Further consideration of a (revised) proposed ordinance adding Chapter 8.80 to the Guadalupe Municipal Code entitled “Vacant Commercial Property Registration and Property Maintenance” relating to the required registration and maintenance of vacant commercial buildings.**

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council introduce Ordinance No. 2023-507 the “Vacant Commercial Property Registration and Property Maintenance” on first reading as revised since the meeting of January 24, 2023, and continue it to the meeting of March 14, 2023, for second reading and adoption.

16. **Appointment of Councilmembers to various boards and committees.**

Written report: Todd Bodem, City Administrator

Recommendation: That the Mayor nominate, and the City Council ratify the Mayor’s nominations, having to do with appointments to various boards and committees which require Council representation.

17. **FUTURE AGENDA ITEMS**

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

19. **ADJOURNMENT TO CLOSED SESSION MEETING**

#### **CLOSED SESSION**

20. **Conference with Legal Counsel – Existing Litigation**

Subdivision (d)(1) of Government Code Section 54956.9

Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al., Superior Court of California, County of Santa Barbara, Case No. 21CV02432

21. **Conference with Legal Counsel – Anticipated Litigation**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):

1 case

22. **ADJOURNMENT TO OPEN SESSION MEETING**

23. **CLOSED SESSION ANNOUNCEMENTS**

24. **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 24<sup>th</sup> day of February 2023.

Todd Bodem

Todd Bodem, City Administrator

**PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS**

Council Meeting: Date and Subject	Department	Agenda Category	
<b>City Council &amp; Recreation Joint Meeting</b>			
Facility Fee Schedule	Recreation & Parks Dept.	Workshop	
<b>Tuesday, March 14, 2023, at 6:00 pm / Regular Meeting</b>			
Amendment to La Guardia townhomes CUP	Public Works Department	Consent Calendar	
Final Budget Adjustments FY 22-23	Finance Department	Consent Calendar	
Second Reading Ordinance No. 2023-507	City Attorney	Consent Calendar	
Consistency Rezone and Title 18 clean up	Planning Department	Public Hearing	
Resolution to correct adopted Land Use Diagram	Planning Department	Regular Business	
<b>Tuesday, March 28, 2023, at 6:00 pm / Regular Meeting</b>			
Waste Management Agreement	Public Works Department	Regular Business	
SMOOTH Transportation Agreement	Public Works Department	Regular Business	
<b>Tuesday, April 11, 2023, at 6:00 pm / Regular Meeting</b>			
Donate Life Month Proclamation		Ceremonial Calendar	
Child Abuse and Sexual Assault Awareness Month		Ceremonial Calendar	
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Tree Ordinance		Public Works	New Business
Sidewalk Vending Ordinance		Planning Department	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



# Family Service Agency

## *The Little House by the Park*

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Samuel Duarte, **Director**

Raquel Valerio, **Community Liaison**

Mireya Piña, **Supervisor**

Eunice Valle, **Family Advocate**



**FAMILY SERVICE AGENCY**  
Since 1899



SANTA MARIA VALLEY  
YOUTH & FAMILY CENTER



the little house by the park  
Cedillo Community Center

# Little House by the Park

- Case Management
- Community Engagement Coordinator
  - Guadalupe Community Changers
    - Guadalupe Parent Academy
    - Guadalupe Reading Festival
    - Zumbaton de Color Fundraiser
    - Language Access
    - School Bus Stops
    - LCAP Parent Engagement
    - Health & Wellness
    - Civic/GUSD Board Engagement



2022 September 16 Guadalupe Parade & Celebration

“Neither love nor terror makes one blind: indifference makes one blind” - James Baldwin

## COMMUNITY

“There is no power for change greater than a community discovering what it cares about.”

Margaret J. Wheatley

## EDUCATION

“Education must begin with the solution of the teacher-student contradiction by reconciling the poles of the contradiction so that both are simultaneously teachers and students.”

Paulo Freire

### Basic Needs

### Community-Building

### Health & Wellness



Education



Case-Management



Advocacy

### COVID-19 Response

### Civic-Engagement

Leadership Development

"WHAT YOU DO FOR US, WITHOUT US, IS NOT FOR US"



# Family Support Services

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## Child Abuse and Neglect Program (CAN)

- ❖ Case management
- ❖ Educational programs
  - Strengthening Families Program
  - Nurturing Skills for Families

## Parent Engagement Program

- ❖ Guadalupe Community Changers

## Health and Human Services

- ❖ Case management
- ❖ Educational programs
  - Connected Couples, Connected Families
  - Dedicated Dads



**Raquel Valerio**



# Family Advocate

## Child Abuse and Neglect Prevention Program (CAN)

❖ Link families to support services to reduce stress in order to improve family dynamics and prevent child abuse and neglect among children.

- ❖ Case Management
- ❖ Basic Needs
- ❖ Health Education
- ❖ Translating Services
- ❖ Provide Moral Support

## EUNICE VALLE



# Parent Engagement Program Guadalupe Community Changers

❖ Parent-led organization established in 2010

❖ Advocate and promote:

- ❖ Fair Housing Mobilization Project
- ❖ FRESA- Food Equity
- ❖ Guadalupe Parent Academy
- ❖ Community Education
- ❖ Parent Involvement in Schools Project
- ❖ Parents Against Bullying
- ❖ City Council



**Educación**



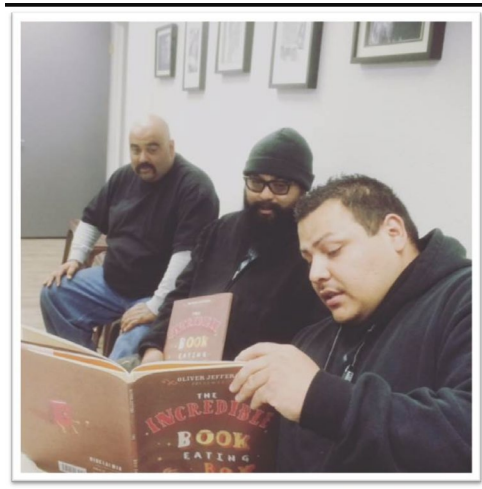
**Mireya Piña**



# Guadalupe Reading Festival

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- ❖ The **Guadalupe Reading Festival** is a yearly festival that encourages parents to read or tell stories to their children, and teaches parents leadership skills as they develop and coordinate the event in collaboration with the Guadalupe Union School District.





thelittlehousebythepark  
Mary Buren Elementary School



Liked by smileyjannet26 and 30 others

thelittlehousebythepark Here is a glimpse of the 10th Annual Guadalupe Reading Festival! Thank you to all the families that attended and the organizations... more

the Little House by the Park



Liked by mariposa0205 and 15 others

thelittlehousebythepark Have you heard about the parent organization, known as Guadalupe Community Changers? You might have seen them at a school board meeting, city council meetings, or simply attended one of their community events (Earth Day, Annual Guadalupe Reading Festival). The organization



thelittlehousebythepark  
Mary Buren Elementary School



Liked by smileyjannet26 and 30 others

thelittlehousebythepark Here is a glimpse of the 10th Annual Guadalupe Reading Festival! Thank you to all the families that attended and the organizations... more

# Guadalupe Community Clean-up's 2021

- ❖ 12 month commitment to removing trash from the streets of Guadalupe.
- ❖ Goal: To present the city council with a powerful case to demonstrate the urge for additional trash and recycling bins throughout the city.
  - ❖ Climate change information
  - ❖ Volunteer opportunities
  - ❖ Community involvement

**Mireya Piña**



# Fair Housing Mobilization Project

- ❖ Sponsored by the Fund for Santa Barbara
- ❖ Goal: Support educational workshops around fair housing, tenant rights, and affordable housing advocacy.
- ❖ So far, the Community Changers have connected with Santa Barbara Tenants Union to learn more about their advocacy and organizing efforts.
- ❖ Three

**Mireya Piña**



# Monthly Meetings

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## **Guadalupe Community Changers Board Meeting - 1st Thursday of the month (1.5 hrs)**

Community Changers share community concerns and identify areas of focus for the month.



the little house by the park  
Cedillo Community Center



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YOUTH & FAMILY CENTER



# Monthly Meetings

## Community Organising and Planning Meeting - Second Tuesday of the month (1.5 hrs)

Share news, concerns, sign up for leadership opportunities.



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# Monthly Meetings



## Fair Housing Committee Meeting - 3rd Tuesday of the month (1.5 hrs)

Comparte tus preocupaciones de vivienda, organiza, y encuentra apoyo.



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# PARENT NIGHT

Guadalupe Community Changers Presents..



**Parent Night**  
Meet the group of parent leaders in your community!  
**Friday, August 19**  
**6pm-8pm**

👤 My House Is Your House    🎰 Loteria Games  
👤 Socialize    🎰 Raffle

The Little House by the Park  
4681 11th St.  
Guadalupe, CA  
(805) 343-1194



 FAMILY SERVICE AGENCY     SANTA MARIA VALLEY YOUTH & FAMILY CENTER     the little house by the park     **THE FUND**



the little house by the park  
Cedillo Community Center



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Since 1899



SANTA MARIA VALLEY  
YOUTH & FAMILY CENTER

Thank You





**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of February 28, 2023**

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

**Reviewed by:**  
**Angie Pereyra-Leon**  
**Accounting Supervisor**

*Todd Bodem*

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

**SUBJECT:** Payment of warrants for the period ending February 20, 2023, 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 approved the listing of hand checks and warrants to be paid on March 1, 2023.

**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.

P.O.BOX 414

\*\*\* VENDOR.: ACE03 (ACE TREE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
20221608	PW-PODOCRAPUS TREE PRUNING 4 TREES X 325	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ARPA FUNDS	71	4454 2150	1	1300.00	1300.00
		( MEASURE A MEASURE A Profl Services )				
				Invoice Extension ---->		1300.00
				Vendor Total ----->		1300.00

3070 SKYWAY DR  
 SUITE 106

\*\*\* VENDOR.: AKE01 (AKESO OCCUPATIONAL HEALTH)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11000	HR-JOSUE RAMIREZ 02/22/1994 BASIC PHYSICAL EXAM	02-23	01/26/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	HR-JOSUE RAMIREZ 02/22/1994 BASIC PHYSICAL EXAM	01	4200 2150	1	615.00	615.00
		( General Fund Police Profl Services )				
				Invoice Extension ---->		615.00
				Vendor Total ----->		615.00

P.O.BOX 035184

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
71YRH4CTH	PD-LARGE DIGITAL CLOCK WITH REMOTE CONTROL	02-23	02/14/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INV#:1LJ7-1YRH-4CTH	01	4200 1550	1	60.87	60.87
		( General Fund Police Op Supp/Expense )				
				Invoice Extension ---->		60.87

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
CWPRM9MJX	P&R-GOSPORTS SOFT SKIN FOAM PLAYGROUND DODGEBALL	02-23	02/09/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INV#:1DKC-WPRM-9MJX	01	4300 2325	1	100.88	100.88
		( General Fund Parks & Rec Commun.Activity )				
				Invoice Extension ---->		100.88

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
FRMMP1FPP	P&R-SPORTS BALL BAGS DOUBLE GRIP DRAWSTING	02-23	02/14/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INV#:1KWF-RMMP-1FPP - RECREATION PROGRAM ARPA FUND	01	4300 1550	1	21.72	21.72
		( General Fund Parks & Rec Op Supp/Expense )				
				Invoice Extension ---->		21.72

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
M9QYYDDRF	ADM-3PACK SCREEN PROTECTOR FOR IPHONE	02-23	02/09/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	INV#:17QM-3QYY-DDRF CELL ACCESSORIES STREETS DEPT	71	4454 1550	1	22.12	22.12
		( MEASURE A MEASURE A Op Supp/Expense )				
				Invoice Extension ---->		22.12

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

P.O.BOX 035184

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
N96RH1WQ4	PD-ACRYLIC BROCHURE HOLDER	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:139N-96RH-1WQ4	01 4200 1550	1	65.12	65.12
		( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->	65.12

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
NMM7C6N99-C	ADM-LOST ORDER REIMBURSEMENT WAS REQUESTED	02-23	01/23/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:1Q6L-3M3R-1PCV CREDIT#:1GLN-MM7C-6N99	71 4454 1550	-1	31.51	-31.51
		( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->	-31.51

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
Q1DKC34X4	PD-COPY PAPER,BATTERIES,SHEET PROTECTOR,TAPE	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:1H4Q-1DKC-34X4	01 4200 1550	1	127.55	127.55
		( General Fund Police Op Supp/Expense )			
				Invoice Extension ---->	127.55

Vendor Total -----> 366.75

AUS WEST LOCKBOX  
 P.O. BOX 101179

\*\*\* VENDOR.: ARA01 (ARAMARK UNIFORM SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
020209173	PW-WATER-UNIFORM SERVICE	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020209173	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
020209175	P&R-UNIFORM SERVICE	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020209175	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
020209176	PW-STREETS-UNIFORM SERVICE	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020209176	01 4145 2150	1	1.06	1.06
		( General Fund Building Mtce Profl Services )			
0002	PW-STREETS-UNIFORM SERVICE	01 4300 2150	1	1.07	1.07
		( General Fund Parks & Rec Profl Services )			
0003	PW-STREETS-UNIFORM SERVICE	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
020211867	PW-WWTP-UNIFORM SERVICE	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
0001	INV#:5020211867				
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020211867	12 4425 2150	1	27.12	27.12
		( Wst.Wtr.Op.Fund Wastewater Profl Services )			
			Invoice Extension ---->		27.12

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
020215485	PW-WATER-UNIFORM SERVICE	02-23	02/13/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020215485	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
020215524	P&R-UNIFORM SERVICE	02-23	02/13/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INVOICE#:5020215524	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
020215534	PW-STREETS-UNIFORM SERVICE	02-23	02/13/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5020215534	01 4145 2150	1	1.06	1.06
		( General Fund Building Mtce Profl Services )			
0002	PW-STREETS-UNIFORM SERVICE	01 4300 2150	1	1.07	1.07
		( General Fund Parks & Rec Profl Services )			
0003	PW-STREETS-UNIFORM SERVICE	71 4454 2150	1	8.51	8.51
		( MEASURE A MEASURE A Profl Services )			
			Invoice Extension ---->		10.64
			Vendor Total ----->		215.88

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 3390 UNIVERSITY AVE 5TH FLOOR \*\*\* VENDOR.: BBK01 (BEST BEST & KRIEGER LLP)  
 P.O.BOX 1028

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
957251	ADM-LEGAL SERVICES-PUNLIC RECORDS ACT	02-23	02/09/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PROFESSIONAL SERVICES RENDERED THROUGH JAN 31,2023	01 4110 2150	1	207.00	207.00
		( General Fund City Attorney Profl Services )			
			Invoice Extension ---->		207.00
			Vendor Total ----->		207.00

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 \*\*\* VENDOR.: BOD02 (TODD BODEM)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
022123	FINANCE-MONTHLY REIMBURSEMENT OF CELL	02-23	02/21/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FEBRUARY	01 4105 1300	1	50.00	50.00
		( General Fund Administration Bus Exp/Train )			
			Invoice Extension ---->		50.00



\*\*\* VENDOR.: BOD02 (TODD BODEM)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->
				50.00 =====

1301 DOKER DRIVE \*\*\* VENDOR.: BUR04 (BURTON'S FIRE, INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
S59514 FIRE-STEP LIGHT, SHIPPPING CHARGE-NON TAXABLE	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FIRE-STEP LIGHT, SHIPPPING CHARGE-NON TAXABLE	01 4220 1460		1 186.68	186.68
				Invoice Extension ---->
				186.68
				Vendor Total ----->
				186.68 =====

\*\*\* VENDOR.: BUT01 (TENEAR BUTLER)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
022123 FINANCE-MONTHLY REIMBURSMENT OF PERSONAL CELL	02-23	02/21/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FEBRUARY	01 4105 1300		1 50.00	50.00
				Invoice Extension ---->
				50.00
				Vendor Total ----->
				50.00 =====

P.O. BOX 847124 \*\*\* VENDOR.: CAE01 (CALIFORONIA ELECTRIC SUPPLY CORP.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
261085548 WWTP- 1-1/4 .875-1.000 CONN	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 WWTP- 1-1/4 .875-1.000 CONN	12 4425 1550		1 203.26	203.26
				Invoice Extension ---->
				203.26
				Vendor Total ----->
				203.26 =====

P.O. BOX 1511 \*\*\* VENDOR.: CAS07 (CASSIA LANDSCAPE - MARK MAYBERRY)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
022350 P&R-LANDSCAPE MAINTENANCE FOR FEB 2023	02-23	02/15/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 P&R-LANDSCAPE MAINTENANCE FOR FEB 2023	01 4300 2150		1 2223.00	2223.00
				Invoice Extension ---->
				2223.00
				Vendor Total ----->
				2223.00 =====

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 P.O. BOX 7173 \*\*\* VENDOR.: CHA03 (CHARTER COMMUNICATIONS)  
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INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
013023	P&R-ACCT#:8245101140034285	02-23	01/30/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:0034285013023 918 OBISPO ST STE17	01 4145 1150	1	295.59	295.59
		( General Fund Building Mtce Communications )			
				Invoice Extension ---->	295.59
				Vendor Total ----->	295.59

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 918 OBISPO ST \*\*\* VENDOR.: CIT08 (CITY OF GUADALUPE (FINANC))  
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INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
022123	FINANCE-UTILITY WATER BILLING	02-23	02/21/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	W 5125 MAIN ST	12 4425 1000	1	2870.13	2870.13
		( Wst.Wtr.Op.Fund Wastewater Utilities )			
0002	1075,949,873A,110,912,1070 GUADALUPE	71 4454 1000	1	207.66	207.66
		( MEASURE A MEASURE A Utilities )			
0003	180PIO,4800THIRD,4760GAR,4689A11,406TOG,4689ELE...	01 4300 1000	1	5385.96	5385.96
		( General Fund Parks & Rec Utilities )			
0004	4913MAIN,5101,5001,5201 W MAIN	60 4490 1000	1	138.44	138.44
		( Quad.Assmt.Dist Quad.Assmt Dist Utilities )			
0005	884,330,1025,1025A,1025B GUAD,918OBI,4550,4545 10T	01 4145 1000	1	542.76	542.76
		( General Fund Building Mtce Utilities )			
0006	848 GUADALUPE	79 4542 1000	1	90.54	90.54
		( OB 2019-3 Prjct RDA BOND REFI Utilities )			
0007	848 GUADALUPE,4330MAIN,310LAS FLORES,4516CASTILLO	63 4472 1000	1	272.68	272.68
		( Pas L&L Dist HOUSING IMPACT Utilities )			
				Invoice Extension ---->	9508.17
				Vendor Total ----->	9508.17

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 PO BOX 1480 \*\*\* VENDOR.: CLA01 (CLARK PEST CONTROL OF STOCKTON, INC.)  
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INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
32748145	FINANCE-PEST AWAY SERVICE 2/17/23	02-23	02/17/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-PEST AWAY SERVICE 2/17/23	107 4018 2150	1	142.00	142.00
		( CV2-3 Food Dis CV2-3 FOOD DIS Profl Services )			
				Invoice Extension ---->	142.00
				Vendor Total ----->	142.00

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 867 GUADALUPE ST \*\*\* VENDOR.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)  
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INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
76089	WWTP-REMOVED ALL GREASE FROM WALLS OF LIFT STATION	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-REMOVED ALL GREASE FROM WALLS OF LIFT STATION	12 4425 2150	1	3432.64	3432.64
		( Wst.Wtr.Op.Fund Wastewater Profl Services )			
				Invoice Extension ---->	3432.64

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
76099	WWTP-CALL OUT-OLIVERA & 11TH JETTIED	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010

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 867 GUADALUPE ST \*\*\* VENDOR.: CLAO2 (CLAY'S SEPTIC & JETTING, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-CALL OUT-OLIVERA & 11TH JETTED		12 4425 2150	1	1072.70	1072.70
			( Wst.Wtr.Op.Fund Wastewater Profl Services )			
				Invoice Extension ---->		1072.70
				Vendor Total ----->		4505.34

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
000C30131	FINANCE-SETTING UP JANICE DAVIS IN SYSTEM	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-SETTING UP JANICE DAVIS IN SYSTEM		01 4120 2150	1	75.00	75.00
			( General Fund Finance Profl Services )			
				Invoice Extension ---->		75.00
				Vendor Total ----->		75.00

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 P.O.BOX 674173 \*\*\* VENDOR.: COR08 (CORRPRO COMPANIES INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
708139	WATER-INSPECTION SERVICE OBISPO STREET TANK	02-23	11/28/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-INSPECTION SERVICE OBISPO STREET TANK		10 4420 2150	1	1470.00	1470.00
			( Wtr. Oper. Fund Water Operating Profl Services )			
				Invoice Extension ---->		1470.00
				Vendor Total ----->		1470.00

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 \*\*\* VENDOR.: DAV02 (JANICE DAVIS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022123	FINANCE-MONTHLY REIMBURSEMENT FOR CELL	02-23	02/21/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FEBRUARY		01 4120 1300	1	50.00	50.00
			( General Fund Finance Bus Exp/Train )			
				Invoice Extension ---->		50.00
				Vendor Total ----->		50.00

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
635320	PD-FINGERPRINT APPS-FBI	02-23	02/03/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-FINGERPRINT APPS-FBI		01 4200 2350	1	324.00	324.00
			( General Fund Police Svcs.Other Agen )			
				Invoice Extension ---->		324.00

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 ACCOUNT SERVICES \*\*\* VENDOR.: DEP09 (DEPARTMENT OF JUSTICE)  
 P.O. BOX 944255  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
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 Vendor Total -----> 324.00  
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 P.O. BOX 3757 \*\*\* VENDOR.: EAR01 (EARTH SYSTEMS PACIFIC INC.)  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
 -----  
 838739 PW-GUADALUPE 2022 PAVEMENT REHABILITATION PROJECT 02-23 02/16/23 N N N A-NET30 FROM INVOICE 2010  
 Line Description G/L Account No Unit(s) Unit Cost Amount  
 -----  
 0001 GUADALUPE 2022 PAVEMENT REHABILITATION PROJECT T&I 89 4444 3068 1 4232.50 4232.50  
 ( CIP CIP Street Rehab )  
 Invoice Extension ----> 4232.50

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 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
 -----  
 838743 PW-GUADALUPE EFFLUENT PUMP STATION IMPROVEMENT 02-23 02/16/23 N N N A-NET30 FROM INVOICE 2010  
 Line Description G/L Account No Unit(s) Unit Cost Amount  
 -----  
 0001 GUADALUPE EFFLUENT PUMP STATION IMPROVEMENT 89 4444 3083 1 3437.50 3437.50  
 ( CIP CIP 089-503 )  
 Invoice Extension ----> 3437.50  
 Vendor Total -----> 7670.00  
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 745 W. BETTERAVIA ROAD \*\*\* VENDOR.: ENG02 (ENGEL & GRAY, INC.)  
 P.O. BOX 5020  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
 -----  
 31X00003 WWTP-ROLL OFF HOURLY TRUCKING-HOUR 02-23 01/31/23 N N N A-NET30 FROM INVOICE 2010  
 Line Description G/L Account No Unit(s) Unit Cost Amount  
 -----  
 0001 WWTP-ROLL OFF HOURLY TRUCKING-HOUR 12 4425 2150 1 2910.59 2910.59  
 ( Wst.Wtr.Op.Fund Wastewater Profl Services )  
 Invoice Extension ----> 2910.59  
 Vendor Total -----> 2910.59  
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 3121 AVENA RD \*\*\* VENDOR.: ERE01 (ER ELECTRIC & MECHANICAL)  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
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 1208 WWTP-WIRED 2 ARRIATORS & HELP INSTALL 02-23 02/06/23 N N N A-NET30 FROM INVOICE 2010  
 Line Description G/L Account No Unit(s) Unit Cost Amount  
 -----  
 0001 WWTP-WIRED 2 ARRIATORS & HELP INSTALL 12 4425 2150 1 1006.25 1006.25  
 ( Wst.Wtr.Op.Fund Wastewater Profl Services )  
 Invoice Extension ----> 1006.25

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 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No  
 -----  
 1212 WWTP-REMOVE POSITIVE DISPLACEMENT PUMP & INSTALL 02-23 02/10/23 N N N A-NET30 FROM INVOICE 2010  
 Line Description G/L Account No Unit(s) Unit Cost Amount  
 -----  
 0001 WWTP-REMOVE POSITIVE DISPLACEMENT PUMP & INSTALL 12 4425 2150 1 1061.67 1061.67  
 ( Wst.Wtr.Op.Fund Wastewater Profl Services )  
 Invoice Extension ----> 1061.67  
 Vendor Total -----> 2067.92  
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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	
90699118	P&R-DAMP MOP FLOOR CLEANER 5GAL	02-23	01/30/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-DAMP MOP FLOOR CLEANER 5GAL	01	4145 1550	1	237.55	237.55
( General Fund Building Mtce Op Supp/Expense )						
Invoice Extension ---->					237.55	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
90701756	P&R-FRESH WAVE3D URINAL SCREEN COTTON BLOSS	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-FRESH WAVE3D URINAL SCREEN COTTON BLOSS	01	4145 1550	1	24.91	24.91
( General Fund Building Mtce Op Supp/Expense )						
Invoice Extension ---->					24.91	
Vendor Total ----->					262.46	

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 \*\*\* VENDOR.: ESC02 (ERICK E. ESCOBAR)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
021523	PD-DOJ & FBI FEE REIMBURSEMENT	02-23	02/15/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PD-DOJ & FBI FEE REIMBURSEMENT	01	4200 2150	1	28.50	28.50
( General Fund Police Profl Services )						
Invoice Extension ---->					28.50	
Vendor Total ----->					28.50	

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 354-D S. FAIRVIEW AVE \*\*\* VENDOR.: FIL01 (FILIPPIN ENGINEERING INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
224701-03	PW-CONSTRUCTION-PROFESSIONAL SERVICES THROUGH 01/23	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	SENIOR CONSTRUCTION INSPECTOR	89	4444 3068	1	4226.80	4226.80
( CIP CIP Street Rehab )						
Invoice Extension ---->					4226.80	
Vendor Total ----->					4226.80	

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 519 S. OAKLEY \*\*\* VENDOR.: FOU01 (FOUR CORNERS TOWING SERV.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022123	PD-LICENSE#:1518537	02-23	01/28/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	17-02 AIRPORT UNITS 1702	01	4200 1460	1	350.00	350.00
( General Fund Police Vehicle Maintnc )						
Invoice Extension ---->					350.00	
Vendor Total ----->					350.00	

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022523	P&R-ACCT#:805-343-1451-071975-5	02-23	02/25/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:805-343-1451-071975-5	01	4145 1150	1	284.82	284.82
( General Fund Building Mtce Communications )						
Invoice Extension ---->					284.82	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022823	P&R-ACCT#:805-343-0362-071975-5	02-23	02/28/23 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	92.43	92.43
( General Fund Building Mtce Communications )						
Invoice Extension ---->					92.43	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022823A	P&R-ACCT#:805-343-5512-041588-5	02-23	02/28/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:805-343-5512-041588-5	01	4145 1150	1	21.71	21.71
( General Fund Building Mtce Communications )						
Invoice Extension ---->					21.71	
Vendor Total ----->					398.96	

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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	
1102045	PW-STREETS-C-706	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-STREETS-C-706	71	4454 1550	1	243.07	243.07
( MEASURE A MEASURE A Op Supp/Expense )						
Invoice Extension ---->					243.07	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1102124	WATER-SS HAND TOOL -STROWEL	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WATER-SS HAND TOOL -STROWEL	10	4420 1550	1	6.48	6.48
( Wtr. Oper. Fund Water Operating Op Supp/Expense )						
Invoice Extension ---->					6.48	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1102188	WATER-22-18 FULL-INS VINYL FEMALE	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WATER-22-18 FULL-INS VINYL FEMALE	10	4420 1550	1	7.83	7.83
( Wtr. Oper. Fund Water Operating Op Supp/Expense )						
Invoice Extension ---->					7.83	

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1102208	P&R-BUILDING-ROTARY BT-SSF 3/16''X4''	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-BUILDING-ROTARY BT-SSF 3/16''X4''	01	4300 1550	1	4.13	4.13
( General Fund Parks & Rec Op Supp/Expense )						
Invoice Extension ---->					4.13	

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102245	WWTP-WHEELBARROW WHEEL 8'' DIA	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-WHEELBARROW WHEEL 8'' DIA	12 4425 1550	1	134.46	134.46
	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )				
	Invoice Extension ---->				134.46

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102247	WWTP-WD40 LUBRICANT 1GAL	02-23	02/02/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-WD40 LUBRICANT 1GAL	12 4425 1550	1	36.96	36.96
	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )				
	Invoice Extension ---->				36.96

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102634	P&R-BUILDING-1 PVC COUPLING SXS	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-BUILDING-1 PVC COUPLING SXS	01 4145 1550	1	5.21	5.21
	( General Fund Building Mtce Op Supp/Expense )				
	Invoice Extension ---->				5.21

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102671	PW-WASH WINDSHILD +32GAL	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-WASH WINDSHILD +32GAL	71 4454 1550	1	22.80	22.80
	( MEASURE A MEASURE A Op Supp/Expense )				
	Invoice Extension ---->				22.80

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102764	WATER-SMALL HAND TROWEL	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-SMALL HAND TROWEL	10 4420 1550	1	40.43	40.43
	( Wtr. Oper. Fund Water Operating Op Supp/Expense )				
	Invoice Extension ---->				40.43

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102824	WATER-3/8-16 NYLON LOCK NUT Z	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-3/8-16 NYLON LOCK NUT Z	10 4420 1550	1	5.40	5.40
	( Wtr. Oper. Fund Water Operating Op Supp/Expense )				
	Invoice Extension ---->				5.40

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1102827	WWTP-EYEBOLT W/NUT 1/2X8''GAL	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-EYEBOLT W/NUT 1/2X8''GAL	12 4425 1550	1	224.54	224.54
	( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )				
	Invoice Extension ---->				224.54

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
1103411	PW-STREETS-EYE BOLT ZNC PLT 1/2X4''	02-23	02/14/23 N N N	A-NET30 FROM INVOICE	2010

\*\*\* 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	PW-STREETS-EYE BOLT ZNC PLT 1/2X4''		12 4425 1550	1	25.51	25.51
			( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )			
				Invoice Extension ---->		25.51

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1103544	PW-STREETS-BLADE 5T 12L PRUNING 5PK	02-23	02/15/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-BLADE 5T 12L PRUNING 5PK		71 4454 1550	1	53.72	53.72
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		53.72

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1103613	WATER-LG MIL BL NITRILE GLOVE	02-23	02/15/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATER-LG MIL BL NITRILE GLOVE		10 4420 1550	1	45.31	45.31
			( Wtr. Oper. Fund Water Operating Op Supp/Expense )			
				Invoice Extension ---->		45.31

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1103645	PW-STREETS-PADLOCK LAM STL 1-3/4''	02-23	02/16/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-PADLOCK LAM STL 1-3/4''		71 4454 1550	1	82.60	82.60
			( MEASURE A MEASURE A Op Supp/Expense )			
				Invoice Extension ---->		82.60

Vendor Total -----> 938.45  
 =====

1060 KENDALL ROAD

\*\*\* VENDOR.: GUA12 (GUADALUPE COURT APARTMENTS L.P.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022223	ADM-BUILDING-REIMBURSEMENT OF ENCHROACHMEN PERMMI2	02-23	02/13/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	REIMBURSEMENT OF ENCROACHMENT PERMIT DEPOSIT		01 3550	1	39709.00	39709.00
			( General Fund Other Permit & Fees )			
				Invoice Extension ---->		39709.00

Vendor Total -----> 39709.00  
 =====

771 GUADALUPE STREET

\*\*\* VENDOR.: HAR05 (HARRY & KIMIKO MASATANI)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022123	FINANCE-PROPERTY LEASE PAYMENT FOR BANDSHELL	02-23	02/21/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FEBRUARY		01 4300 2150	1	50.00	50.00
			( General Fund Parks & Rec Prof'l Services )			
				Invoice Extension ---->		50.00

Vendor Total -----> 50.00  
 =====



120 S. STATE COLLEGE BLVD \*\*\* VENDOR.: HDL01 (HINDERLITER DE LLAMAS & ASSOCIATES)  
 SUITE 200

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
SIN025394	ADM-JAN 2023 FOR CANNABIS MANAGEMENT PROGRAM	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-JAN 2023 FOR CANNABIS MANAGEMENT PROGRAM	01 HEMP 2150	1	3687.50	3687.50
		( General Fund CANNABIS Profl Services )			
				Invoice Extension ---->	3687.50
				Vendor Total ----->	3687.50

A DIVISION OF WASTE MANAGEMENT \*\*\* VENDOR.: HEA01 (HEALTH SANITATION SERVICE INC.)  
 P.O. BOX 541065

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
715410823	PW-875 PIONEER ST-40YD ROLLOFF	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:0397154-1082-3	04 4410 2150	1	3311.00	3311.00
		( FEMA FEMA Profl Services )			
				Invoice Extension ---->	3311.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
715510820	PW-873 PIONEER ST -40YD ROLL OFF	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:0397155-1082-0	04 4410 2150	1	4614.64	4614.64
		( FEMA FEMA Profl Services )			
				Invoice Extension ---->	4614.64
				Vendor Total ----->	7925.64

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
197956	PD-FUEL CHARGES	02-23	01/15/23 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	1329.33	1329.33
		( General Fund Police Fuels/Lubricant )			
				Invoice Extension ---->	1329.33

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
198241	WWTP-FUEL CHARGES	02-23	01/31/22 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	136.31	136.31
		( Wst.Wtr.Op.Fund Wastewater Fuels/Lubricant )			
				Invoice Extension ---->	136.31

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
198541	WATER-FUEL CHARGES	02-23	02/15/23 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	122.17	122.17
		( Wtr. Oper. Fund Water Operating Fuels/Lubricant )			
				Invoice Extension ---->	122.17

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
198543	PW-STREETS-FUEL CHARGES	02-23	02/15/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-STREETS-FUEL CHARGES	71	4454 1560	1	643.83	643.83
		( MEASURE A MEASURE A Fuels/Lubricant )				
				Invoice Extension ---->		643.83
				Vendor Total ----->		2231.64

.....  
 406 W. BETTERAVIA STE B \*\*\* VENDOR.: INTO9 (INTERSTATE BATTERIES OF CENTRAL COAST)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10012462	WWTP-MTP-65HD BATTERY FOR CRANE TRUCK	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-MTP-65HD BATTERY FOR CRANE TRUCK	12	4425 1460	1	157.46	157.46
		( Wst.Wtr.Op.Fund Wastewater Vehicle Maintnc )				
				Invoice Extension ---->		157.46
				Vendor Total ----->		157.46

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 1500 S. BROADWAY \*\*\* VENDOR.: LOC01 (LOCAL COPIES ETC. (CORP))

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
119997	FINANCE-AP CHECKS	02-23	02/10/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	ACCOUNTS PAYABLE CHECKS	01	4120 1200	1	284.40	284.40
		( General Fund Finance Off Suppl/Postg )				
				Invoice Extension ---->		284.40
				Vendor Total ----->		284.40

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 4545 10TH STREET \*\*\* VENDOR.: LOS01 (LOS AMIGOS DE GUADALUPE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
32	PW-17CDBG12099 ARCLIGHT MEIDA INV:10662 & 10726	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PW-17CDBG12099 ARCLIGHT MEIDA INV:10662 & 10726	100	4010 2165	1	1425.00	1425.00
		( CDBG 2017 AWARD CDBG 2017 AWARD PLANNING )				
				Invoice Extension ---->		1425.00
				Vendor Total ----->		1425.00

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 P.O. BOX 742082 \*\*\* VENDOR.: MAN01 (MANAGED HEALTH NETWORK COMPANY)  
 BANK OF AMERICA

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
PRM078146	HR-37 SUBSCRIBERS	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	HR-37 SUBSCRIBERS	01	4140 0400	1	77.33	77.33
		( General Fund Non-Departmentl Health Insuranc )				
				Invoice Extension ---->		77.33

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P.O. BOX 742082  
 BANK OF AMERICA  
 INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: MAN01 (MANAGED HEALTH NETWORK COMPANY)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
		Vendor Total ----->	77.33 =====

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P.O. BOX 153  
 INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: NOL01 (NO LIMIT TIRE INC.)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
41865	02-23	01/16/23 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	WWTP-RIGHT REAR INSIDE FLAT REPAIR	12 4425 1460 ( Wst.Wtr.Op.Fund Wastewater Vehicle Maintnc )	1 25.00 25.00
		Invoice Extension ---->	25.00
41973	02-23	01/24/23 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	WWTP-245/75R17 TOYO OPEN COUNTRY H/T2 BW 10PLY	12 4425 1460 ( Wst.Wtr.Op.Fund Wastewater Vehicle Maintnc )	1 1525.00 1525.00
		Invoice Extension ---->	1525.00
		Vendor Total ----->	1550.00 =====

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P.O. BOX 997300  
 INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: PAC01 (PACIFIC GAS & ELECTRIC)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
013123	02-23	01/31/23 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	P&R-ACT#:5398176331-0	01 4145 1000 ( General Fund Building Mtce Utilities )	1 1956.81 1956.81
		Invoice Extension ---->	1956.81
020723	02-23	02/07/23 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	PW-ACCT#:3472146148-0	12 4425 1000 ( Wst.Wtr.Op.Fund Wastewater Utilities )	1 14030.85 14030.85
		Invoice Extension ---->	14030.85
013123A	02-23	01/31/23 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	P&R-ACCT#:3731491075-5 1015 GUADALUPE	01 4145 1000 ( General Fund Building Mtce Utilities )	1 472.22 472.22
		Invoice Extension ---->	472.22
		Vendor Total ----->	16459.88 =====

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461 E MAIN STREET  
 INVOICE-TYPE DESCRIPTION

\*\*\* VENDOR.: PCL01 (PACIFIC COAST LAND DESIGN INC)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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461 E MAIN STREET \*\*\* VENDOR.: PCL01 (PACIFIC COAST LAND DESIGN INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
22-013-06	PW-22-013 GUADALUPE CENTRAL PARK	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-22-013 GUADALUPE CENTRAL PARK		89 4444 3053 ( CIP CIP Central Park )	1	10202.25	10202.25
				Invoice Extension ---->		10202.25
				Vendor Total ----->		10202.25

2159 SAN LUIS DR \*\*\* VENDOR.: PSA01 (PIONEER ST APTS NORTH, LLC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
1038	FINANCE-EMERGENCY APARTMENTS-STORM EVENTS	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-EMERGENCY APARTMENTS-STORM EVENTS		04 4410 2150 ( FEMA FEMA Prof'l Services )	1	50820.00	50820.00
				Invoice Extension ---->		50820.00
				Vendor Total ----->		50820.00

\*\*\* VENDOR.: RUI03 (OMAR RUIZ)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
021023	FIRE-CHECK REQUEST-RANGE GEES REIMBURSEMENT	02-23	02/10/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-CHECK REQUEST-RANGE GEES REIMBURSEMENT		01 4220 1550 ( General Fund Fire Op Supp/Expense )	1	44.33	44.33
				Invoice Extension ---->		44.33
				Vendor Total ----->		44.33

\*\*\* VENDOR.: SAG01 (JOSE A. SAGISI)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
022123	PW-WATER-CHECK REQUEST-LA PASADITA OAXAQUENA	02-23	11/29/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	TRAFFIC SAFETY LUNCH-ALREADY REIMBURSED BY JPIA		01 4420 1300 ( General Fund Water Operating Bus Exp/Train )	1	14.30	14.30
				Invoice Extension ---->		14.30
				Vendor Total ----->		14.30

CLERK-RECORDER \*\*\* VENDOR.: SAN04 (SANTA BARBARA COUNTY)  
 P.O. BOX 159

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
N11082228	ADM-NOV 2022 ELECTIONS -MAYORS SEAT	02-23	02/03/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:GEN110822-28		01 4105 1600 ( General Fund Administration Elections )	1	2780.42	2780.42
				Invoice Extension ---->		2780.42

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 CLERK-RECORDER \*\*\* VENDOR.: SAN04 (SANTA BARBARA COUNTY)  
 P.O. BOX 159  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
N11082229	ADM-NOV 2022 ELECTIONS FOR COUNCIL SEAT	02-23	02/03/23 N N N	A-NET30 FROM INVOICE	2010	
0001	INV#:GEN110822-29		G/L Account No 01 4105 1600	Unit(s) 1	Unit Cost 1112.17	Amount 1112.17
			( General Fund Administration Elections )			
				Invoice Extension ---->		1112.17

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
N11082230	ADM-NOV 2022 ELECTION FOR CITY COUNCIL	02-23	02/03/23 N N N	A-NET30 FROM INVOICE	2010	
0001	INV#:GEN110822-30		G/L Account No 01 4105 1600	Unit(s) 1	Unit Cost 1112.17	Amount 1112.17
			( General Fund Administration Elections )			
				Invoice Extension ---->		1112.17

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
N11082258	ADM-NOV 2022 ELECTIONS - MEASURE Z2022	02-23	02/03/23 N N N	A-NET30 FROM INVOICE	2010	
0001	INV#:GEN110822-58		G/L Account No 01 4105 1600	Unit(s) 1	Unit Cost 3669.45	Amount 3669.45
			( General Fund Administration Elections )			
				Invoice Extension ---->		3669.45
				Vendor Total ----->		8674.21
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 300 N.SAN ANTONIO ROAD \*\*\* VENDOR.: SAN14 (SANTA BARBARA COUNTY-PUBLIC HEALTH DEPT)

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
IN0064462	WATER-GUADALUPE CITY-OBISPO TANK SITE	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
0001	STATE FACILITY OVERSIGHT		G/L Account No 10 4420 2350	Unit(s) 1	Unit Cost 84.00	Amount 84.00
			( Wtr. Oper. Fund Water Operating Svcs.Other Agen )			
0002	BUSINESS PLAN LEVEL 3		G/L Account No 10 4420 2350	Unit(s) 1	Unit Cost 415.00	Amount 415.00
			( Wtr. Oper. Fund Water Operating Svcs.Other Agen )			
				Invoice Extension ---->		499.00

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
IN0064492	WWTP-STATE FACILITY OVERSIGHT	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
0001	FACILITY#FA0014127 CERS ID#10209889		G/L Account No 12 4425 2350	Unit(s) 1	Unit Cost 932.00	Amount 932.00
			( Wst.Wtr.Op.Fund Wastewater Svcs.Other Agen )			
				Invoice Extension ---->		932.00
				Vendor Total ----->		1431.00
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 503 WEST MAIN STREET \*\*\* VENDOR.: SAN49 (SANTA MARIA GLASS & MIRROR CO,INC.)

Line	Description	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
57464	P&R-918 OBISPO ST BROKEN WINDOW	02-23	10/10/22 N N N	A-NET30 FROM INVOICE	2010	
0001	P&R-918 OBISPO ST BROKEN WINDOW		G/L Account No 01 4145 2150	Unit(s) 1	Unit Cost 220.12	Amount 220.12
			( General Fund Building Mtce Profl Services )			
				Invoice Extension ---->		220.12

503 WEST MAIN STREET \*\*\* VENDOR.: SAN49 (SANTA MARIA GLASS & MIRROR CO,INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
			Vendor Total ----->	220.12 =====

1 TARA BLVD SUITE 301 \*\*\* VENDOR.: SAT01 (SATCOM GLOBAL FZE)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
S02230765 FIRE-IRIDIUM SIM CARD	02-23	02/01/23 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 INVOICE#: AS02230765		01 4200 1150	1 42.75	42.75
		( General Fund Police Communications )		
0002 INVOICE#: AS02230765		01 4220 1150	1 42.75	42.75
		( General Fund Fire Communications )		
			Invoice Extension ---->	85.50
			Vendor Total ----->	85.50 =====

\*\*\* VENDOR.: SCH01 (PATRICK SCHMITZ)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
021323 FIRE-CHECK REQUEST-ADOBE 20 USERS	02-23	02/13/23 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 ANNUAL ADOBE ACROBAT PRO/STANDAD LICENSE 2023		01 4140 2151	1 4005.60	4005.60
		( General Fund Non-Departmentl IT Services )		
			Invoice Extension ---->	4005.60
			Vendor Total ----->	4005.60 =====

240 EAST ROEMER WAY \*\*\* VENDOR.: SMO01 (SMOOTH INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
17-2141 ADM-SMOOTH TRANSIT SERVICES - JAN 2023	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 TRANSIT		23 4461 2354	1 45562.14	45562.14
		( LTF - Transit LTF Transit Contract Svcs )		
0002 LESS FARES & PASSES		23 3511	-1 4214.04	-4214.04
		( LTF - Transit Fare Revenues )		
0003 BUS SUBSTITUION		23 4461 2200	1 689.02	689.02
		( LTF - Transit LTF Transit Equip. Rental )		
			Invoice Extension ---->	42037.12

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
17-2142 ADM-SMOOTH MAINTENANCE SERVICES JAN 2023	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010
Line Description		G/L Account No	Unit(s) Unit Cost	Amount
0001 ADM-SMOOTH MAINTENANCE SERVICES JAN 2023		23 4461 1400	1 15480.33	15480.33
		( LTF - Transit LTF Transit Equipment Maint )		
			Invoice Extension ---->	15480.33
			Vendor Total ----->	57517.45 =====

\*\*\* VENDOR.: SOU01 (SOUTHERN CALIFORNIA GAS)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
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P.O. BOX C

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 P.O. BOX C  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

012723A P&R-ACCT#:1550150001 02-23 01/27/23 N N N A-NET30 FROM INVOICE 2010

Line Description G/L Account No Unit(s) Unit Cost Amount

0001 P&R-ACCT#:1550150001 01 4145 1000 1 3707.43 3707.43  
 ( General Fund Building Mtce Utilities )

Invoice Extension ----> 3707.43

Vendor Total -----> 3707.43  
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 P.O. BOX 3810  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

12312022 PW-GUAD 2022 PAVEMENT REHAB 02-23 12/31/22 N N N A-NET30 FROM INVOICE 2010

Line Description G/L Account No Unit(s) Unit Cost Amount

0001 PW-GUAD 2022 PAVEMENT REHAB 89 4444 3068 1 101909.80 101909.80  
 ( CIP CIP Street Rehab )

Invoice Extension ----> 101909.80

Vendor Total -----> 101909.80  
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 P.O. BOX 31001-2620  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

03021975 PW-STREETS-2'' SQ 14GAX12' PERF POST 02-23 02/13/23 N N N A-NET30 FROM INVOICE 2010

Line Description G/L Account No Unit(s) Unit Cost Amount

0001 ACCT#:S0188601 71 4454 1550 1 314.49 314.49  
 ( MEASURE A MEASURE A Op Supp/Expense )

Invoice Extension ----> 314.49

Vendor Total -----> 314.49  
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 P.O. BOX 78004  
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

214575741 ADM-COPY PAPER FOR BUILDING DEPT 02-23 01/24/23 N N N A-NET30 FROM INVOICE 2010

Line Description G/L Account No Unit(s) Unit Cost Amount

0001 INV#:3214576741 01 4140 1200 1 54.36 54.36  
 ( General Fund Non-Departmentl Off Suppl/Postg )

Invoice Extension ----> 54.36

Vendor Total -----> 54.36  
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 \*\*\* VENDOR.: SWE02 (SHANNON SWEENEY)

INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

022123 FINANCE-MONTLY REIMBURSEMENT OF CELL 02-23 02/21/23 N N N A-NET30 FROM INVOICE 2010

Line Description G/L Account No Unit(s) Unit Cost Amount

0001 FEBRUARY 10 4420 1300 1 15.00 15.00  
 ( Wtr. Oper. Fund Water Operating Bus Exp/Train )

\*\*\* VENDOR.: SWE02 (SHANNON SWEENEY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0002	FINANCE-MONTLY REIMBURSEMENT OF CELL		12 4425 1300	1	15.00	15.00
			( Wst.Wtr.Op.Fund Wastewater Bus Exp/Train )			
0003	FINANCE-MONTLY REIMBURSEMENT OF CELL		71 4454 1300	1	15.00	15.00
			( MEASURE A MEASURE A Bus Exp/Train )			
0004	FINANCE-MONTLY REIMBURSEMENT OF CELL		23 4461 1300	1	5.00	5.00
			( LTF - Transit LTF Transit Bus Exp/Train )			
						Invoice Extension ---->
						50.00
						Vendor Total ----->
						50.00

1551 N TUSTIN AVE #950 \*\*\* VENDOR.: TUR03 (TURBO DATA SYSTEMS INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
39554	PD-AUTOMATED CITATION PROCESSING	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-AUTOMATED CITATION PROCESSING		01 4200 1550	1	482.35	482.35
			( General Fund Police Op Supp/Expense )			
						Invoice Extension ---->
						482.35
						Vendor Total ----->
						482.35

LOCK BOX 203556 \*\*\* VENDOR.: TYL01 (TYLER TECHNOLOGIES, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
025411211	FINANCE-JACOB LYONS 01-17-23	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	INVOICE#:025-411211		01 4120 2150	1	1155.00	1155.00
			( General Fund Finance Prof'l Services )			
						Invoice Extension ---->
						1155.00
						Vendor Total ----->
						1155.00

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
261974	WWTP-AS950-SD900 PRECUT PUMP TUBING	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-AS950-SD900 PRECUT PUMP TUBING		12 4425 1550	1	330.29	330.29
			( Wst.Wtr.Op.Fund Wastewater Op Supp/Expense )			
						Invoice Extension ---->
						330.29
						Vendor Total ----->
						330.29

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

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
236100044	FIRE-PASSPORT TAGS - NEW HIRE	02-23	01/31/23 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 790428 \*\*\* VENDOR.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-PASSPORT TAGS - NEW HIRE		01 4220 1550 ( General Fund Fire Op Supp/Expense )	1	19.05	19.05
				Invoice Extension ---->		19.05

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
400901070	FIRE-APPLY CLEAR OVERLAY	02-23	02/07/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-APPLY CLEAR OVERLAY		01 4220 1550 ( General Fund Fire Op Supp/Expense )	1	16.45	16.45
				Invoice Extension ---->		16.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
569600487	PD-CHIEF BATON	02-23	01/30/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-CHIEF BATON		01 4200 0450 ( General Fund Police Other Benefits )	1	40.71	40.71
				Invoice Extension ---->		40.71
				Vendor Total ----->		76.21

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 \*\*\* VENDOR.: VLO01 (V. LOPEZ JR. & SONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11355	FINANCE-STORM DAMAGE CLEAN UP & PARKING LOT REPAIR	02-23	01/31/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-STORM DAMAGE CLEAN UP & PARKING LOT REPAIR		04 4410 2150 ( FEMA FEMA Profl Services )	1	51441.48	51441.48
				Invoice Extension ---->		51441.48

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11400	P&R-FLOOD DAMAGE REPAIR AT LEROY PARK	02-23	02/08/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-FLOOD DAMAGE REPAIR AT LEROY PARK		04 4410 2150 ( FEMA FEMA Profl Services )	1	13759.57	13759.57
				Invoice Extension ---->		13759.57
				Vendor Total ----->		65201.05

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 P.O. BOX 030310 \*\*\* VENDOR.: WEL01 (WELLS FARGO VENDOR FINANCIAL SER. LLC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
023821874	ADM-COPY MACHINES MONTHLY PAYMENT - FEB 2023	02-23	02/04/23 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	INV#:5023821874		01 4140 4150 ( General Fund Non-Departmentl Lease-Purchase )	1	666.45	666.45
				Invoice Extension ---->		666.45

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 P.O.BOX 030310                   \*\*\* VENDOR.: WEL01 (WELLS FARGO VENDOR FINANCIAL SER. LLC)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
023821875 ADM-FIRE DEPT-COPY MACHINE MONTHLY PAYMENT FEB2023	02-23	02/04/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 INV:5023821875	01 4140 4150		1 61.13	61.13
	( General Fund Non-Departmentl Lease-Purchase )			
			Invoice Extension ---->	61.13
			Vendor Total ----->	727.58

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 P.O.BOX 28130                   \*\*\* VENDOR.: WML01 (W.M. LYLES CO)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
03 PW-WML PROJECT NO.54.9166 RETENTION RELEASE	02-23	02/06/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 PW-WML PROJECT NO.54.9166 RETENTION RELEASE	89 4444 3083		1 150024.00	150024.00
	( CIP CIP 089-503 )			
			Invoice Extension ---->	150024.00
			Vendor Total ----->	150024.00

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 P.O.BOX 04                   \*\*\* VENDOR.: WRI01 (ROBERT WRIGHT)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
021023 FIRE-CHECK REQUEST-RANGE FEES REIMBURSEMENT	02-23	02/10/23 N N N	A-NET30 FROM INVOICE	2010
Line Description	G/L Account No		Unit(s) Unit Cost	Amount
0001 FIRE-CHECK REQUEST-RANGE FEES REIMBURSEMENT	01 4220 1550		1 55.49	55.49
	( General Fund Fire Op Supp/Expense )			
			Invoice Extension ---->	55.49
			Vendor Total ----->	55.49
			** Total Invoices ---->	571302.01
			** Total Checks ---->	.00
			*** Total Purchases --->	571302.01

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance	
01	2010		Accounts Payable//General Fund		-78437.08					
01	3550		<*>Other Permit & Fees//General Fu		39709.00					
01	4105	1300	<*>Administratio//Bus Exp/Train/Gen		100.00	1112.96	66.42	1279.38	600.00	
01	4105	1600	Administratio//Elections/General		8674.21	.00	.00	8674.21	10000.00	
01	4110	2150	City Attorney//Profl Service/Gen		207.00	47247.75	5594.81	53049.56	110000.00	
01	4120	1200	<*>Finance//Off Suppl/Pos/General F		284.40	3608.83	.00	3893.23	3000.00	
01	4120	1300	<*>Finance//Bus Exp/Train/General F		50.00	1657.77	380.00	2087.77	2000.00	
01	4120	2150	Finance//Profl Service/General F		1230.00	6211.11	295.00	7736.11	14628.00	
01	4140	0400	<*>Non-Departmen//Health Insura/Gen		77.33	2601.19	154.66	2833.18	2600.00	
01	4140	1200	Non-Departmen//Off Suppl/Pos/Gen		54.36	613.23	.00	667.59	2100.00	
01	4140	2151	Non-Departmen//IT Services/Gener		4005.60	75667.25	1945.00	81617.85	142129.00	
01	4140	4150	Non-Departmen//Lease-Purchas/Gen		727.58	5215.32	727.58	6670.48	9000.00	
01	4145	1000	Building Mtce//Utilities/General		6679.22	26115.05	2019.49	34813.76	50000.00	
01	4145	1150	Building Mtce//Communication/Gen		694.55	11162.85	2697.34	14554.74	16000.00	
01	4145	1550	Building Mtce//Op Supp/Expen/Gen		267.67	4904.87	346.99	5519.53	35639.00	
01	4145	2150	Building Mtce//Profl Service/Gen		355.60	9796.92	6708.95	16861.47	135574.00	
01	4200	0450	Police//Other Benefit/General Fu		40.71	12689.39	.00	12730.10	21500.00	
01	4200	1150	Police//Communication/General Fu		42.75	3751.53	42.75	3837.03	10000.00	
01	4200	1460	Police//Vehicle Maint/General Fu		350.00	2247.58	300.25	2897.83	6000.00	
01	4200	1550	Police//Op Supp/Expen/General Fu		735.89	15515.42	5329.11	21580.42	24000.00	
01	4200	1560	Police//Fuels/Lubrica/General Fu		1329.33	21254.53	1198.28	23782.14	35000.00	
01	4200	2150	<*>Police//Profl Service/General Fu		643.50	8306.00	387.00	9336.50	6000.00	
01	4200	2350	Police//Svcs.Other Ag/General Fu		324.00	32282.02	15207.50	47813.52	62000.00	
01	4220	1150	Fire//Communication/General Fund		42.75	1590.59	42.75	1676.09	4500.00	
01	4220	1460	<*>Fire//Vehicle Maint/General Fund		186.68	9317.30	4561.89	14065.87	6500.00	
01	4220	1550	Fire//Op Supp/Expen/General Fund		135.32	6763.49	794.31	7693.12	15200.00	
01	4300	1000	Parks & Rec//Utilities/General F		5385.96	52025.01	693.44	58104.41	85000.00	
01	4300	1550	Parks & Rec//Op Supp/Expen/Gener		25.85	16491.01	404.63	16921.49	32572.00	
01	4300	2150	<*>Parks & Rec//Profl Service/Gener		2275.14	33115.48	9347.28	44737.90	40500.00	
01	4300	2325	<*>Parks & Rec//Commun.Activi/Gener		100.88	.00	376.49	477.37	.00	
01	4420	1300	<*>Water Operati//Bus Exp/Train/Gen		14.30	.00	.00	14.30	.00	
01	HEMP	2150	<*>CANNABIS//Profl Service/General		3687.50	21926.87	577.50	26191.87	.00	
Fund (01 ) Total ---->					.00	426919.32	62791.42	568147.82	879542.00	311394.18
04	2010		Accounts Payable//FEMA		-123946.69					
04	4410	2150	<*>FEMA//Profl Service/FEMA		123946.69	.00	115916.31	239863.00	.00	
Fund (04 ) Total ---->					.00	.00	115916.31	239863.00	.00	-239863.00
10	2010		Accounts Payable//Wtr. Oper. Fu		-2245.74					
10	4420	1300	Water Operati//Bus Exp/Train/Wtr		15.00	505.00	.00	520.00	1500.00	

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
10	4420	1550	Water Operati/Op Supp/Expen/Wtr	105.45	45840.40	1379.80	47325.65	77000.00	29674.35
10	4420	1560	Water Operati/Fuels/Lubrica/Wtr	122.17	2691.39	290.08	3103.64	6000.00	2896.36
10	4420	2150	Water Operati/Profl Service/Wtr	1504.12	46329.15	32402.24	80235.51	425000.00	344764.49
10	4420	2350	Water Operati/Svcs.Other Ag/Wtr	499.00	90.00	.00	589.00	45900.00	45311.00
Fund (10 ) Total ---->				.00	95455.94	34072.12	131773.80	555400.00	423626.20
100	2010		Accounts Payable//CDBG 2017 AWA	-1425.00					
100	4010	2165<*>	CDBG 2017 AWA/PLANNING/CDBG 201	1425.00	1631.61	.00	3056.61	.00	-3056.61
Fund (100) Total ---->				.00	1631.61	.00	3056.61	.00	-3056.61
107	2010		Accounts Payable//CV2-3 Food Di	-142.00					
107	4018	2150<*>	CV2-3 FOOD DI/Profl Service/CV2	142.00	54782.47	317.00	55241.47	.00	-55241.47
Fund (107) Total ---->				.00	54782.47	317.00	55241.47	.00	-55241.47
12	2010		Accounts Payable//Wst.Wtr.Op.Fu	-30157.74					
12	4425	1000	Wastewater/Utilities/Wst.Wtr.Op	16900.98	144835.20	.00	161736.18	336000.00	174263.82
12	4425	1300	Wastewater/Bus Exp/Train/Wst.Wt	15.00	550.00	.00	565.00	2000.00	1435.00
12	4425	1460<*>	Wastewater/Vehicle Maint/Wst.Wt	1707.46	244.63	588.97	2541.06	2200.00	-341.06
12	4425	1550	Wastewater/Op Supp/Expen/Wst.Wt	955.02	22740.69	1020.01	24715.72	36000.00	11284.28
12	4425	1560	Wastewater/Fuels/Lubrica/Wst.Wt	136.31	3048.95	433.49	3618.75	9000.00	5381.25
12	4425	2150	Wastewater/Profl Service/Wst.Wt	9510.97	177722.18	49448.89	236682.04	478000.00	241317.96
12	4425	2350<*>	Wastewater/Svcs.Other Ag/Wst.Wt	932.00	.00	498.12	1430.12	.00	-1430.12
Fund (12 ) Total ---->				.00	349141.65	51989.48	431288.87	863200.00	431911.13
23	2010		Accounts Payable//LTF - Transit	-57522.45					
23	3511	<*>	Fare Revenues//LTF - Transit	-4214.04	-25311.10	-4210.62	-33735.76	-50000.00	-16264.24
23	4461	1300<*>	LTF Transit/Bus Exp/Train/LTF -	5.00	45.00	.00	50.00	.00	-50.00
23	4461	1400	LTF Transit/Equipment Mai/LTF -	15480.33	29484.62	7379.27	52344.22	130000.00	77655.78
23	4461	2200<*>	LTF Transit/Equip. Rental/LTF -	689.02	4596.51	564.00	5849.53	1500.00	-4349.53
23	4461	2354	LTF Transit/Contract Svcs/LTF -	45562.14	232040.58	44979.35	322582.07	540000.00	217417.93
Fund (23 ) Total ---->				.00	240855.61	48712.00	347090.06	621500.00	274409.94
60	2010		Accounts Payable//Guad.Assmt.Di	-138.44					
60	4490	1000	Guad.Assmt Di/Utilities/Guad.As	138.44	790.90	.00	929.34	10000.00	9070.66

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
Fund (60 ) Total ---->				.00	790.90	.00	929.34	10000.00	9070.66
63	2010		Accounts Payable//Pas L&L Dist	-272.68					
63	4472	1000	HOUSING IMPAC/Utilities/Pas L&L	272.68	3456.19	1458.93	5187.80	17620.00	12432.20
Fund (63 ) Total ---->				.00	3456.19	1458.93	5187.80	17620.00	12432.20
71	2010		Accounts Payable//MEASURE A	-2890.80					
71	4454	1000<*>	MEASURE A/Utilities/MEASURE A	207.66	7289.89	.00	7497.55	2400.00	-5097.55
71	4454	1300	MEASURE A/Bus Exp/Train/MEASURE	15.00	150.00	.00	165.00	250.00	85.00
71	4454	1550	MEASURE A/Op Supp/Expen/MEASURE	707.29	33545.16	362.02	34614.47	42000.00	7385.53
71	4454	1560	MEASURE A/Fuels/Lubrica/MEASURE	643.83	5616.48	756.11	7016.42	11500.00	4483.58
71	4454	2150	MEASURE A/Profl Service/MEASURE	1317.02	14502.79	8384.40	24204.21	157000.00	132795.79
Fund (71 ) Total ---->				.00	61104.32	9502.53	73497.65	213150.00	139652.35
79	2010		Accounts Payable//OB 2019-3 Prj	-90.54					
79	4542	1000<*>	RDA BOND REFI/Utilities/OB 2019	90.54	442.24	.00	532.78	.00	-532.78
Fund (79 ) Total ---->				.00	442.24	.00	532.78	.00	-532.78
89	2010		Accounts Payable//CIP	-274032.85					
89	4444	3053<*>	CIP/Central Park/CIP	10202.25	130452.20	.00	140654.45	.00	-140654.45
89	4444	3068<*>	CIP/Street Rehab/CIP	110369.10	27650.98	28778.50	166798.58	.00	-166798.58
89	4444	3083<*>	CIP/089-503/CIP	153461.50	72666.02	4262.25	230389.77	.00	-230389.77
Fund (89 ) Total ---->				.00	230769.20	33040.75	537842.80	.00	-537842.80

VENDOR I.D.: ACE03 (ACE TREE)

Invoice No	Description	Invoice Date		G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
20221608-	PW-PODOCRAPUS TREE PRUNING 4 TREES X 325	02/07/23	02-23	A		1300.00	.00	1300.00
		03/09/23	08-23					
** Vendor's Subtotal ----->						1300.00	.00	1300.00

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

11000-	HR-JOSUE RAMIREZ 02/22/1994 BASIC PHYSICAL EXAM	01/26/23	02-23	A		615.00	.00	615.00
		02/25/23	08-23					
** Vendor's Subtotal ----->						615.00	.00	615.00

VENDOR I.D.: AMA02 (AMAZON BUSINESS)

71YRH4CTH-	PD-LARGE DIGITAL CLOCK WITH REMOTE CONTROL	02/14/23	02-23	A		60.87	.00	60.87
		03/16/23	08-23					
CWPRM9MJX-	P&R-GOSPORTS SOFT SKIN FOAM PLAYGROUND DODGEBALL	02/09/23	02-23	A		100.88	.00	100.88
		03/11/23	08-23					
FRMMP1FPP-	P&R-SPORTS BALL BAGS DOUBLE GRIP DRAWSTING	02/14/23	02-23	A		21.72	.00	21.72
		03/16/23	08-23					
M9QYYDDRF-	ADM-3PACK SCREEN PROTECTOR FOR IPHONE	02/09/23	02-23	A		22.12	.00	22.12
		03/11/23	08-23					
N96RH1WQ4-	PD-ACRYLIC BROCHURE HOLDER	02/02/23	02-23	A		65.12	.00	65.12
		03/04/23	08-23					
NMM7C6N99-C	ADM-LOST ORDER REIMBURSEMENT WAS REQUESTED	01/23/23	02-23	A		-31.51	.00	-31.51
		02/22/23	08-23					
Q1DKC34X4-	PD-COPY PAPER, BATTERIES, SHEET PROTECTOR, TAPE	02/02/23	02-23	A		127.55	.00	127.55
		03/04/23	08-23					
** Vendor's Subtotal ----->						366.75	.00	366.75

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

020209173-	PW-WATER-UNIFORM SERVICE	02/06/23	02-23	A		17.06	.00	17.06
		03/08/23	08-23					
020209175-	P&R-UNIFORM SERVICE	02/06/23	02-23	A		66.68	.00	66.68
		03/08/23	08-23					
020209176-	PW-STREETS-UNIFORM SERVICE	02/06/23	02-23	A		10.64	.00	10.64
		03/08/23	08-23					
020211867-	PW-WWTP-UNIFORM SERVICE	02/08/23	02-23	A		27.12	.00	27.12
		03/10/23	08-23					
020215485-	PW-WATER-UNIFORM SERVICE	02/13/23	02-23	A		17.06	.00	17.06
		03/15/23	08-23					
020215524-	P&R-UNIFORM SERVICE	02/13/23	02-23	A		66.68	.00	66.68
		03/15/23	08-23					
020215534-	PW-STREETS-UNIFORM SERVICE	02/13/23	02-23	A		10.64	.00	10.64
		03/15/23	08-23					
** Vendor's Subtotal ----->						215.88	.00	215.88

VENDOR I.D.: BBK01 (BEST BEST & KRIEGER LLP)

957251-	ADM-LEGAL SERVICES-PUNLIC RECORDS ACT	02/09/23	02-23	A		207.00	.00	207.00
		03/11/23	08-23					
** Vendor's Subtotal ----->						207.00	.00	207.00

VENDOR I.D.: BOD02 (TODD BODEM)

022123-	FINANCE-MONTHLY REIMBURSEMENT OF CELL	02/21/23	02-23	A		50.00	.00	50.00
		03/23/23	08-23					
** Vendor's Subtotal ----->						50.00	.00	50.00

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

S59514-	FIRE-STEP LIGHT, SHIPPPING CHARGE-NON TAXABLE	02/07/23	02-23	A		186.68	.00	186.68
		03/09/23	08-23					
** Vendor's Subtotal ----->						186.68	.00	186.68

VENDOR I.D.: BUT01 (TENEAR BUTLER)

Invoice No	Description	Invoice Date		Actual Period	G/L Account # Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
022123-	FINANCE-MONTHLY REIMBURSEMENT OF PERSONAL CELL	02/21/23 03/23/23	02-23 08-23	A		50.00	.00	50.00
** Vendor's Subtotal ----->						50.00	.00	50.00

VENDOR I.D.: CAE01 (CALIFORNIA ELECTRIC SUPPLY CORP.)

261085548-	WWTP- 1-1/4 .875-1.000 CONN	02/06/23 03/08/23	02-23 08-23	A		203.26	.00	203.26
** Vendor's Subtotal ----->						203.26	.00	203.26

VENDOR I.D.: CAS07 (CASSIA LANDSCAPE - MARK MAYBERRY)

022350-	P&R-LANDSCAPE MAINTENANCE FOR FEB 2023	02/15/23 03/17/23	02-23 08-23	A		2223.00	.00	2223.00
** Vendor's Subtotal ----->						2223.00	.00	2223.00

VENDOR I.D.: CHA03 (CHARTER COMMUNICATIONS)

013023-	P&R-ACCT#:8245101140034285	01/30/23 03/01/23	02-23 08-23	A		295.59	.00	295.59
** Vendor's Subtotal ----->						295.59	.00	295.59

VENDOR I.D.: CIT08 (CITY OF GUADALUPE (FINANC))

022123-	FINANCE-UTILITY WATER BILLING	02/21/23 03/23/23	02-23 08-23	A		9508.17	.00	9508.17
** Vendor's Subtotal ----->						9508.17	.00	9508.17

VENDOR I.D.: CLA01 (CLARK PEST CONTROL OF STOCKTON, INC.)

32748145-	FINANCE-PEST AWAY SERVICE 2/17/23	02/17/23 03/19/23	02-23 08-23	A		142.00	.00	142.00
** Vendor's Subtotal ----->						142.00	.00	142.00

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

76089-	WWTP-REMOVED ALL GREASE FROM WALLS OF LIFT STATION	02/02/23 03/04/23	02-23 08-23	A		3432.64	.00	3432.64
76099-	WWTP-CALL OUT-OLIVERA & 11TH JETTED	02/08/23 03/10/23	02-23 08-23	A		1072.70	.00	1072.70
** Vendor's Subtotal ----->						4505.34	.00	4505.34

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

000C30131-	FINANCE-SETTING UP JANICE DAVIS IN SYSTEM	01/31/23 03/02/23	02-23 08-23	A		75.00	.00	75.00
** Vendor's Subtotal ----->						75.00	.00	75.00

VENDOR I.D.: COR08 (CORRPRO COMPANIES INC)

708139-	WATER-INSPECTION SERVICE OBISPO STREET TANK	11/28/22 12/28/22	02-23 08-23	A		1470.00	.00	1470.00
** Vendor's Subtotal ----->						1470.00	.00	1470.00

VENDOR I.D.: DAV02 (JANICE DAVIS)

Invoice No	Description	Invoice Date	Actual Period	G/L Account # Discount	Tm	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
022123-	FINANCE-MONTHLY REIMBURSEMENT FOR CELL	02/21/23	02-23	A		50.00	.00	50.00
		03/23/23	08-23					
** Vendor's Subtotal ----->						50.00	.00	50.00

VENDOR I.D.: DEPO9 (DEPARTMENT OF JUSTICE)

635320-	PD-FINGERPRINT APPS-FBI	02/03/23	02-23	A		324.00	.00	324.00
		03/05/23	08-23					
** Vendor's Subtotal ----->						324.00	.00	324.00

VENDOR I.D.: EAR01 (EARTH SYSTEMS PACIFIC INC.)

838739-	PW-GUADALUPE 2022 PAVEMENT REHABILITATION PROJECT	02/16/23	02-23	A		4232.50	.00	4232.50
		03/18/23	08-23					
838743-	PW-GUADALUPE EFFLUENT PUMP STATION IMPROVEMENT	02/16/23	02-23	A		3437.50	.00	3437.50
		03/18/23	08-23					
** Vendor's Subtotal ----->						7670.00	.00	7670.00

VENDOR I.D.: ENG02 (ENGEL & GRAY, INC.)

31X00003-	WWTP-ROLL OFF HOURLY TRUCKING-HOUR	01/31/23	02-23	A		2910.59	.00	2910.59
		03/02/23	08-23					
** Vendor's Subtotal ----->						2910.59	.00	2910.59

VENDOR I.D.: ERE01 (ER ELECTRIC & MECHANICAL)

1208-	WWTP-WIRED 2 ARRIATORS & HELP INSTALL	02/06/23	02-23	A		1006.25	.00	1006.25
		03/08/23	08-23					
1212-	WWTP-REMOVE POSITIVE DISPLACEMENT PUMP & INSTALL	02/10/23	02-23	A		1061.67	.00	1061.67
		03/12/23	08-23					
** Vendor's Subtotal ----->						2067.92	.00	2067.92

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

90699118-	P&R-DAMP MOP FLOOR CLEANER 5GAL	01/30/23	02-23	A		237.55	.00	237.55
		03/01/23	08-23					
90701756-	P&R-FRESH WAVE3D URINAL SCREEN COTTON BLOSS	02/02/23	02-23	A		24.91	.00	24.91
		03/04/23	08-23					
** Vendor's Subtotal ----->						262.46	.00	262.46

VENDOR I.D.: ESC02 (ERICK E. ESCOBAR)

021523-	PD-DOJ & FBI FEE REIMBURSEMENT	02/15/23	02-23	A		28.50	.00	28.50
		03/17/23	08-23					
** Vendor's Subtotal ----->						28.50	.00	28.50

VENDOR I.D.: FIL01 (FILIPPIN ENGINEERING INC)

224701-03-	PW-CONSTRUCTION-PROFESSINAL SERVICES THROUGH 01/23	01/31/23	02-23	A		4226.80	.00	4226.80
		03/02/23	08-23					
** Vendor's Subtotal ----->						4226.80	.00	4226.80

VENDOR I.D.: FOU01 (FOUR CORNERS TOWING SERV.)

022123-	PD-LICENSE#:1518537	01/28/23	02-23	A		350.00	.00	350.00
		02/27/23	08-23					
** Vendor's Subtotal ----->						350.00	.00	350.00



VENDOR I.D.: FRO01 (FRONTIER COMMUNICATIONS)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
022523-	P&R-ACCT#:805-343-1451-071975-5	02/25/23	02-23	A		284.82	.00	284.82
		03/27/23	08-23					
022823-	P&R-ACCT#:805-343-0362-071975-5	02/28/23	02-23	A		92.43	.00	92.43
		03/30/23	08-23					
022823A-	P&R-ACCT#:805-343-5512-041588-5	02/28/23	02-23	A		21.71	.00	21.71
		03/30/23	08-23					
** Vendor's Subtotal ----->						398.96	.00	398.96

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

1102045-	PW-STREETS-C-706	02/01/23	02-23	A		243.07	.00	243.07
		03/03/23	08-23					
1102124-	WATER-SS HAND TOOL -STROWEL	02/01/23	02-23	A		6.48	.00	6.48
		03/03/23	08-23					
1102188-	WATER-22-18 FULL-INS VINYL FEMALE	02/02/23	02-23	A		7.83	.00	7.83
		03/04/23	08-23					
1102208-	P&R-BUILDING-ROTARY BT-SSF 3/16''X4''	02/02/23	02-23	A		4.13	.00	4.13
		03/04/23	08-23					
1102245-	WWTP-WHEELBARROW WHEEL 8'' DIA	02/02/23	02-23	A		134.46	.00	134.46
		03/04/23	08-23					
1102247-	WWTP-WD40 LUBRICANT 1GAL	02/02/23	02-23	A		36.96	.00	36.96
		03/04/23	08-23					
1102634-	P&R-BUILDING-1 PVC COUPLING SKS	02/06/23	02-23	A		5.21	.00	5.21
		03/08/23	08-23					
1102671-	PW-WASH WINDSHILD +32GAL	02/07/23	02-23	A		22.80	.00	22.80
		03/09/23	08-23					
1102764-	WATER-SMALL HAND TROWEL	02/07/23	02-23	A		40.43	.00	40.43
		03/09/23	08-23					
1102824-	WATER-3/8-16 NYLON LOCK NUT Z	02/08/23	02-23	A		5.40	.00	5.40
		03/10/23	08-23					
1102827-	WWTP-EYEBOLT W/NUT 1/2X8''GAL	02/08/23	02-23	A		224.54	.00	224.54
		03/10/23	08-23					
1103411-	PW-STREETS-EYE BOLT ZNC PLT 1/2X4''	02/14/23	02-23	A		25.51	.00	25.51
		03/16/23	08-23					
1103544-	PW-STREETS-BLADE 5T 12L PRUNING 5PK	02/15/23	02-23	A		53.72	.00	53.72
		03/17/23	08-23					
1103613-	WATER-LG MIL BL NITRILE GLOVE	02/15/23	02-23	A		45.31	.00	45.31
		03/17/23	08-23					
1103645-	PW-STREETS-PADLOCK LAM STL 1-3/4''	02/16/23	02-23	A		82.60	.00	82.60
		03/18/23	08-23					
** Vendor's Subtotal ----->						938.45	.00	938.45

VENDOR I.D.: GUA12 (GUADALUPE COURT APARTMENTS L.P.)

022223-	ADM-BUILDING-REIMBURSEMENT OF ENCHROACHMEN PERMMI2	02/13/23	02-23	A		39709.00	.00	39709.00
		03/15/23	08-23					
** Vendor's Subtotal ----->						39709.00	.00	39709.00

VENDOR I.D.: HAR05 (HARRY & KIMIKO MASATANI)

022123-	FINANCE-PROPERTY LEASE PAYMENT FOR BANDSHELL	02/21/23	02-23	A		50.00	.00	50.00
		03/23/23	08-23					
** Vendor's Subtotal ----->						50.00	.00	50.00

VENDOR I.D.: HDL01 (HINDERLITER DE LLAMAS & ASSOCIATES)

SIN025394-	ADM-JAN 2023 FOR CANNABIS MANAGEMENT PROGRAM	01/31/23	02-23	A		3687.50	.00	3687.50
		03/02/23	08-23					
** Vendor's Subtotal ----->						3687.50	.00	3687.50

VENDOR I.D.: HEA01 (HEALTH SANITATION SERVICE INC.)

715410823-	PW-875 PIONEER ST-40YD ROLLOFF	02/01/23	02-23	A		3311.00	.00	3311.00
		03/03/23	08-23					
715510820-	PW-873 PIONEER ST -40YD ROLL OFF	02/01/23	02-23	A		4614.64	.00	4614.64
		03/03/23	08-23					
** Vendor's Subtotal ----->						7925.64	.00	7925.64

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

Invoice No	Description	Invoice		G/L	Account #	Gross	Discount	Net
		Date	Actual Period					
197956-	PD-FUEL CHARGES	01/15/23	02-23	A		1329.33	.00	1329.33
		02/14/23	08-23					
198241-	WWTP-FUEL CHARGES	01/31/22	02-23	A		136.31	.00	136.31
		03/02/22	08-23					
198541-	WATER-FUEL CHARGES	02/15/23	02-23	A		122.17	.00	122.17
		03/17/23	08-23					
198543-	PW-STREETS-FUEL CHARGES	02/15/23	02-23	A		643.83	.00	643.83
		03/17/23	08-23					
** Vendor's Subtotal ----->						2231.64	.00	2231.64

VENDOR I.D.: INT09 (INTERSTATE BATTERIES OF CENTRAL COAST)

10012462-	WWTP-MTP-65HD BATTERY FOR CRANE TRUCK	02/08/23	02-23	A		157.46	.00	157.46
		03/10/23	08-23					
** Vendor's Subtotal ----->						157.46	.00	157.46

VENDOR I.D.: LOC01 (LOCAL COPIES ETC. (CORP))

119997-	FINANCE-AP CHECKS	02/10/23	02-23	A		284.40	.00	284.40
		03/12/23	08-23					
** Vendor's Subtotal ----->						284.40	.00	284.40

VENDOR I.D.: LOS01 (LOS AMIGOS DE GUADALUPE)

32-	PW-17CDBG12099 ARCLIGHT MEIDA INV:10662 & 10726	02/07/23	02-23	A		1425.00	.00	1425.00
		03/09/23	08-23					
** Vendor's Subtotal ----->						1425.00	.00	1425.00

VENDOR I.D.: MAN01 (MANAGED HEALTH NETWORK COMPANY)

PRM078146-	HR-37 SUBSCRIBERS	02/01/23	02-23	A		77.33	.00	77.33
		03/03/23	08-23					
** Vendor's Subtotal ----->						77.33	.00	77.33

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

41865-	WWTP-RIGHT REAR INSIDE FLAT REPAIR	01/16/23	02-23	A		25.00	.00	25.00
		02/15/23	08-23					
41973-	WWTP-245/75R17 TOYO OPEN COUNTRY H/T2 BW 10PLY	01/24/23	02-23	A		1525.00	.00	1525.00
		02/23/23	08-23					
** Vendor's Subtotal ----->						1550.00	.00	1550.00

VENDOR I.D.: PAC01 (PACIFIC GAS & ELECTRIC)

013123-	P&R-ACT#:5398176331-0	01/31/23	02-23	A		1956.81	.00	1956.81
		03/02/23	08-23					
020723-	PW-ACCT#:3472146148-0	02/07/23	02-23	A		14030.85	.00	14030.85
		03/09/23	08-23					
013123A-	P&R-ACCT#:3731491075-5 1015 GUADALUPE	01/31/23	02-23	A		472.22	.00	472.22
		03/02/23	08-23					
** Vendor's Subtotal ----->						16459.88	.00	16459.88

VENDOR I.D.: PCL01 (PACIFIC COAST LAND DESIGN INC)

22-013-06-	PW-22-013 GUADALUPE CENTRAL PARK	02/08/23	02-23	A		10202.25	.00	10202.25
		03/10/23	08-23					
** Vendor's Subtotal ----->						10202.25	.00	10202.25

VENDOR I.D.: PSA01 (PIONEER ST APTS NORTH, LLC)

Invoice No	Description	Invoice Date	Actual Period	G/L Account # Discount	Tm	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
1038-	FINANCE-EMERGENCY APARTMENTS-STORM EVENTS	02/08/23	02-23	A		50820.00	.00	50820.00
		03/10/23	08-23					
** Vendor's Subtotal ----->						50820.00	.00	50820.00

VENDOR I.D.: QUI06 (QUINN RENTAL SERVICE INC.)

BY0847784-C	PW-CLBY0847784	10/31/22	02-23	A		-200.65	.00	-200.65
		11/30/22	08-23					
BY0847785-C	PW-CLBY0847785	10/31/22	02-23	A		-108.64	.00	-108.64
		11/30/22	08-23					
** Vendor's Subtotal ----->						-309.29	.00	-309.29

\*\*\* NEGATIVE BALANCE - CHECK WON'T BE PRINTED FOR VENDOR QUI06 \*\*\*

VENDOR I.D.: RUI03 (OMAR RUIZ)

021023-	FIRE-CHECK REQUEST-RANGE GEES REIMBURSEMENT	02/10/23	02-23	A		44.33	.00	44.33
		03/12/23	08-23					
** Vendor's Subtotal ----->						44.33	.00	44.33

VENDOR I.D.: SAG01 (JOSE A. SAGISI)

022123-	PW-WATER-CHECK REQUEST-LA PASADITA OAXAQUENA	11/29/22	02-23	A		14.30	.00	14.30
		12/29/22	08-23					
** Vendor's Subtotal ----->						14.30	.00	14.30

VENDOR I.D.: SAN04 (SANTA BARBARA COUNTY)

N11082228-	ADM-NOV 2022 ELECTIONS -MAYORS SEAT	02/03/23	02-23	A		2780.42	.00	2780.42
		03/05/23	08-23					
N11082229-	ADM-NOV 2022 ELECTIONS FOR COUNCIL SEAT	02/03/23	02-23	A		1112.17	.00	1112.17
		03/05/23	08-23					
N11082230-	ADM-NOV 2022 ELECTION FOR CITY COUNCIL	02/03/23	02-23	A		1112.17	.00	1112.17
		03/05/23	08-23					
N11082258-	ADM-NOV 2022 ELECTIONS - MEASURE Z2022	02/03/23	02-23	A		3669.45	.00	3669.45
		03/05/23	08-23					
** Vendor's Subtotal ----->						8674.21	.00	8674.21

VENDOR I.D.: SAN14 (SANTA BARBARA COUNTY-PUBLIC HEALTH DEPT)

IN0064462-	WATER-GUADALUPE CITY-OBISPO TANK SITE	01/31/23	02-23	A		499.00	.00	499.00
		03/02/23	08-23					
IN0064492-	WWTP-STATE FACILITY OVERSIGHT	01/31/23	02-23	A		932.00	.00	932.00
		03/02/23	08-23					
** Vendor's Subtotal ----->						1431.00	.00	1431.00

VENDOR I.D.: SAN49 (SANTA MARIA GLASS & MIRROR CO,INC.)

57464-	P&R-918 OBISPO ST BROKEN WINDOW	10/10/22	02-23	A		220.12	.00	220.12
		11/09/22	08-23					
** Vendor's Subtotal ----->						220.12	.00	220.12

VENDOR I.D.: SAT01 (SATCOM GLOBAL FZE)

S02230765-	FIRE-IRIDIUM SIM CARD	02/01/23	02-23	A		85.50	.00	85.50
		03/03/23	08-23					
** Vendor's Subtotal ----->						85.50	.00	85.50

VENDOR I.D.: SCH01 (PATRICK SCHMITZ)

Invoice No	Description	Invoice Date		Actual Period		G/L Account # Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal	Tm					
021323-	FIRE-CHECK REQUEST-ADOBE 20 USERS	02/13/23	02-23	A			4005.60	.00	4005.60
		03/15/23	08-23						
** Vendor's Subtotal ----->							4005.60	.00	4005.60

VENDOR I.D.: SMO01 (SMOOTH INC.)

17-2141-	ADM-SMOOTH TRANSIT SERVICES - JAN 2023	01/31/23	02-23	A			42037.12	.00	42037.12
		03/02/23	08-23						
17-2142-	ADM-SMOOTH MAINTENANCE SERVICES JAN 2023	01/31/23	02-23	A			15480.33	.00	15480.33
		03/02/23	08-23						
** Vendor's Subtotal ----->							57517.45	.00	57517.45

VENDOR I.D.: SOU01 (SOUTHERN CALIFORNIA GAS)

012723A-	P&R-ACCT#:1550150001	01/27/23	02-23	A			3707.43	.00	3707.43
		02/26/23	08-23						
** Vendor's Subtotal ----->							3707.43	.00	3707.43

VENDOR I.D.: SOU02 (SOUZA CONSTRUCTION INC.)

12312022-	PW-GUAD 2022 PAVEMENT REHAB	12/31/22	02-23	A			101909.80	.00	101909.80
		01/30/23	08-23						
** Vendor's Subtotal ----->							101909.80	.00	101909.80

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

03021975-	PW-STREETS-2'' SQ 14GAX12' PERF POST	02/13/23	02-23	A			314.49	.00	314.49
		03/15/23	08-23						
** Vendor's Subtotal ----->							314.49	.00	314.49

VENDOR I.D.: STA11 (STAPLES CREDIT PLAN)

214575741-	ADM-COPY PAPER FOR BUILDING DEPT	01/24/23	02-23	A			54.36	.00	54.36
		02/23/23	08-23						
** Vendor's Subtotal ----->							54.36	.00	54.36

VENDOR I.D.: SWE02 (SHANNON SWEENEY)

022123-	FINANCE-MONTLY REIMBURSEMENT OF CELL	02/21/23	02-23	A			50.00	.00	50.00
		03/23/23	08-23						
** Vendor's Subtotal ----->							50.00	.00	50.00

VENDOR I.D.: TUR03 (TURBO DATA SYSTEMS INC.)

39554-	PD-AUTOMATED CITATION PROCESSING	01/31/23	02-23	A			482.35	.00	482.35
		03/02/23	08-23						
** Vendor's Subtotal ----->							482.35	.00	482.35

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

025411211-	FINANCE-JACOB LYONS 01-17-23	01/31/23	02-23	A			1155.00	.00	1155.00
		03/02/23	08-23						
** Vendor's Subtotal ----->							1155.00	.00	1155.00

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

Invoice No	Description	Invoice Date	Actual Period	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm					
261974-	WWTP-AS950-SD900 PRECUT PUMP TUBING	02/08/23	02-23	A		330.29	.00	330.29
		03/10/23	08-23					
** Vendor's Subtotal ----->						330.29	.00	330.29

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

236100044-	FIRE-PASSPORT TAGS - NEW HIRE	01/31/23	02-23	A		19.05	.00	19.05
		03/02/23	08-23					
400901070-	FIRE-APPLY CLEAR OVERLAY	02/07/23	02-23	A		16.45	.00	16.45
		03/09/23	08-23					
569600487-	PD-CHIEF BATON	01/30/23	02-23	A		40.71	.00	40.71
		03/01/23	08-23					
** Vendor's Subtotal ----->						76.21	.00	76.21

VENDOR I.D.: VLO01 (V. LOPEZ JR. & SONS)

11355-	FINANCE-STORM DAMAGE CLEAN UP & PARKING LOT REPAIR	01/31/23	02-23	A		51441.48	.00	51441.48
		03/02/23	08-23					
11400-	P&R-FLOOD DAMAGE REPAIR AT LEROY PARK	02/08/23	02-23	A		13759.57	.00	13759.57
		03/10/23	08-23					
** Vendor's Subtotal ----->						65201.05	.00	65201.05

VENDOR I.D.: WEL01 (WELLS FARGO VENDOR FINANCIAL SER. LLC)

023821874-	ADM-COPY MACHINES MONTHLY PAYMENT - FEB 2023	02/04/23	02-23	A		666.45	.00	666.45
		03/06/23	08-23					
023821875-	ADM-FIRE DEPT-COPY MACHINE MONTHLY PAYMENT FEB2023	02/04/23	02-23	A		61.13	.00	61.13
		03/06/23	08-23					
** Vendor's Subtotal ----->						727.58	.00	727.58

VENDOR I.D.: WML01 (W.M. LYLES CO)

03-	PW-WML PROJECT NO.54.9166 RETENTION RELEASE	02/06/23	02-23	A		150024.00	.00	150024.00
		03/08/23	08-23					
** Vendor's Subtotal ----->						150024.00	.00	150024.00

VENDOR I.D.: WRI01 (ROBERT WRIGHT)

021023-	FIRE-CHECK REQUEST-RANGE FEES REIMBURSEMENT	02/10/23	02-23	A		55.49	.00	55.49
		03/12/23	08-23					
** Vendor's Subtotal ----->						55.49	.00	55.49

\*\* Payment Total -----> 571302.01 .00 571302.01

\*\* Report's Total -----> 570992.72 .00 570992.72

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

Invoice No	Description	Invoice Date	Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm					
Check #.: 356752 Check Date.: 02/28/23 Vendor I.D.: ACE03 (ACE TREE)								
20221608-	PW-PODOCRAPUS TREE PRUNING 4 TREES X 325	02/07/23 02/28/23	02-23 08-23	A		1300.00	.00	1300.00
-----								
Check #.: 356753 Check Date.: 02/28/23 Vendor I.D.: AKE01 (AKESO OCCUPATIONAL HEALTH)								
11000-	HR-JOSUE RAMIREZ 02/22/1994 BASIC PHYSICAL EXAM	01/26/23 02/28/23	02-23 08-23	A		615.00	.00	615.00
-----								
Check #.: 356754 Check Date.: 02/28/23 Vendor I.D.: AMA02 (AMAZON BUSINESS)								
71YRH4CTH-	PD-LARGE DIGITAL CLOCK WITH REMOTE CONTROL	02/14/23 02/28/23	02-23 08-23	A		60.87	.00	60.87
CWPRM9MJX-	P&R-GOSPORTS SOFT SKIN FOAM PLAYGROUND DODGEBALL	02/09/23 02/28/23	02-23 08-23	A		100.88	.00	100.88
FRMP1FPF-	P&R-SPORTS BALL BAGS DOUBLE GRIP DRAWSTING	02/14/23 02/28/23	02-23 08-23	A		21.72	.00	21.72
M9QYYDRF-	ADM-3PACK SCREEN PROTECTOR FOR IPHONE	02/09/23 02/28/23	02-23 08-23	A		22.12	.00	22.12
N96RH1WQ4-	PD-ACRYLIC BROCHURE HOLDER	02/02/23 02/28/23	02-23 08-23	A		65.12	.00	65.12
NMM7C6N99-C	ADM-LOST ORDER REIMBURSEMENT WAS REQUESTED	01/23/23 02/28/23	02-23 08-23	A		-31.51	.00	-31.51
Q1DKC34X4-	PD-COPY PAPER, BATTERIES, SHEET PROTECTOR, TAPE	02/02/23 02/28/23	02-23 08-23	A		127.55	.00	127.55
** Vendor's Subtotal ----->						366.75	.00	366.75
-----								
Check #.: 356755 Check Date.: 02/28/23 Vendor I.D.: ARA01 (ARAMARK UNIFORM SERVICES)								
020209173-	PW-WATER-UNIFORM SERVICE	02/06/23 02/28/23	02-23 08-23	A		17.06	.00	17.06
020209175-	P&R-UNIFORM SERVICE	02/06/23 02/28/23	02-23 08-23	A		66.68	.00	66.68
020209176-	PW-STREETS-UNIFORM SERVICE	02/06/23 02/28/23	02-23 08-23	A		10.64	.00	10.64
020211867-	PW-WWTP-UNIFORM SERVICE	02/08/23 02/28/23	02-23 08-23	A		27.12	.00	27.12
020215485-	PW-WATER-UNIFORM SERVICE	02/13/23 02/28/23	02-23 08-23	A		17.06	.00	17.06
020215524-	P&R-UNIFORM SERVICE	02/13/23 02/28/23	02-23 08-23	A		66.68	.00	66.68
020215534-	PW-STREETS-UNIFORM SERVICE	02/13/23 02/28/23	02-23 08-23	A		10.64	.00	10.64
** Vendor's Subtotal ----->						215.88	.00	215.88
-----								
Check #.: 356756 Check Date.: 02/28/23 Vendor I.D.: BBK01 (BEST BEST & KRIEGER LLP)								
957251-	ADM-LEGAL SERVICES-PUNLIC RECORDS ACT	02/09/23 02/28/23	02-23 08-23	A		207.00	.00	207.00
-----								
Check #.: 356757 Check Date.: 02/28/23 Vendor I.D.: BOD02 (TODD BODEM)								
022123-	FINANCE-MONTHLY REIMBURSEMENT OF CELL	02/21/23 02/28/23	02-23 08-23	A		50.00	.00	50.00
-----								
Check #.: 356758 Check Date.: 02/28/23 Vendor I.D.: BUR04 (BURTON'S FIRE, INC.)								
S59514-	FIRE-STEP LIGHT, SHIPPPING CHARGE-NON TAXABLE	02/07/23 02/28/23	02-23 08-23	A		186.68	.00	186.68
-----								
Check #.: 356759 Check Date.: 02/28/23 Vendor I.D.: BUT01 (TENEAR BUTLER)								
022123-	FINANCE-MONTHLY REIMBURSMET OF PERSONAL CELL	02/21/23 02/28/23	02-23 08-23	A		50.00	.00	50.00

Invoice No	Description	Invoice	Actual	G/L	Account No	Discount	Gross	Discount	Net
		Date	Period						
Check #.: 356760 Check Date.: 02/28/23		Vendor I.D.: CAE01 (CALIFORNIA ELECTRIC SUPPLY CORP.)							
261085548-	WWTP- 1-1/4 .875-1.000 CONN	02/06/23	02-23	A			203.26	.00	203.26
		02/28/23	08-23						
Check #.: 356761 Check Date.: 02/28/23		Vendor I.D.: CAS07 (CASSIA LANDSCAPE - MARK MAYBERRY)							
022350-	P&R-LANDSCAPE MAINTENANCE FOR FEB 2023	02/15/23	02-23	A			2223.00	.00	2223.00
		02/28/23	08-23						
Check #.: 356762 Check Date.: 02/28/23		Vendor I.D.: CHA03 (CHARTER COMMUNICATIONS)							
013023-	P&R-ACCT#:8245101140034285	01/30/23	02-23	A			295.59	.00	295.59
		02/28/23	08-23						
Check #.: 356763 Check Date.: 02/28/23		Vendor I.D.: CIT08 (CITY OF GUADALUPE (FINANC))							
022123-	FINANCE-UTILITY WATER BILLING	02/21/23	02-23	A			9508.17	.00	9508.17
		02/28/23	08-23						
Check #.: 356764 Check Date.: 02/28/23		Vendor I.D.: CLA01 (CLARK PEST CONTROL OF STOCKTON, INC.)							
32748145-	FINANCE-PEST AWAY SERVICE 2/17/23	02/17/23	02-23	A			142.00	.00	142.00
		02/28/23	08-23						
Check #.: 356765 Check Date.: 02/28/23		Vendor I.D.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)							
76089-	WWTP-REMOVED ALL GREASE FROM WALLS OF LIFT STATION	02/02/23	02-23	A			3432.64	.00	3432.64
		02/28/23	08-23						
76099-	WWTP-CALL OUT-OLIVERA & 11TH JETTED	02/08/23	02-23	A			1072.70	.00	1072.70
		02/28/23	08-23						
				** Vendor's Subtotal ----->			4505.34	.00	4505.34
Check #.: 356766 Check Date.: 02/28/23		Vendor I.D.: COR01 (CORBIN WILLITS SYSTEM CORP)							
000C30131-	FINANCE-SETTING UP JANICE DAVIS IN SYSTEM	01/31/23	02-23	A			75.00	.00	75.00
		02/28/23	08-23						
Check #.: 356767 Check Date.: 02/28/23		Vendor I.D.: COR08 (CORRPRO COMPANIES INC)							
708139-	WATER-INSPECTION SERVICE OBISPO STREET TANK	11/28/22	02-23	A			1470.00	.00	1470.00
		02/28/23	08-23						
Check #.: 356768 Check Date.: 02/28/23		Vendor I.D.: DAV02 (JANICE DAVIS)							
022123-	FINANCE-MONTHLY REIMBURSEMENT FOR CELL	02/21/23	02-23	A			50.00	.00	50.00
		02/28/23	08-23						
Check #.: 356769 Check Date.: 02/28/23		Vendor I.D.: DEP09 (DEPARTMENT OF JUSTICE)							
635320-	PD-FINGERPRINT APPS-FBI	02/03/23	02-23	A			324.00	.00	324.00
		02/28/23	08-23						
Check #.: 356770 Check Date.: 02/28/23		Vendor I.D.: EAR01 (EARTH SYSTEMS PACIFIC INC.)							
838739-	PW-GUADALUPE 2022 PAVEMENT REHABILITATION PROJECT	02/16/23	02-23	A			4232.50	.00	4232.50
		02/28/23	08-23						
838743-	PW-GUADALUPE EFFLUENT PUMP STATION IMPROVEMENT	02/16/23	02-23	A			3437.50	.00	3437.50
		02/28/23	08-23						
				** Vendor's Subtotal ----->			7670.00	.00	7670.00

Invoice No	Description	Invoice Date	Actual Period	G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm					
Check #: 356771 Check Date.: 02/28/23		Vendor I.D.: ENG02 (ENGEL & GRAY, INC.)						
31X00003-	WWTP-ROLL OFF HOURLY TRUCKING-HOUR	01/31/23 02/28/23	02-23 08-23	A		2910.59	.00	2910.59
Check #: 356772 Check Date.: 02/28/23		Vendor I.D.: ERE01 (ER ELECTRIC & MECHANICAL)						
1208-	WWTP-WIRED 2 ARRIATORS & HELP INSTALL	02/06/23 02/28/23	02-23 08-23	A		1006.25	.00	1006.25
1212-	WWTP-REMOVE POSITIVE DISPLACEMENT PUMP & INSTALL	02/10/23 02/28/23	02-23 08-23	A		1061.67	.00	1061.67
** Vendor's Subtotal ----->						2067.92	.00	2067.92
Check #: 356773 Check Date.: 02/28/23		Vendor I.D.: ERN01 (ERNEST PACKAGING SOLUTIONS INC.)						
90699118-	P&R-DAMP MOP FLOOR CLEANER 5GAL	01/30/23 02/28/23	02-23 08-23	A		237.55	.00	237.55
90701756-	P&R-FRESH WAVE3D URINAL SCREEN COTTON BLOSS	02/02/23 02/28/23	02-23 08-23	A		24.91	.00	24.91
** Vendor's Subtotal ----->						262.46	.00	262.46
Check #: 356774 Check Date.: 02/28/23		Vendor I.D.: ESC02 (ERICK E. ESCOBAR)						
021523-	PD-DOJ & FBI FEE REIMBURSEMENT	02/15/23 02/28/23	02-23 08-23	A		28.50	.00	28.50
Check #: 356775 Check Date.: 02/28/23		Vendor I.D.: FIL01 (FILIPPIN ENGINEERING INC)						
224701-03-	PW-CONSTRUCTION-PROFESSINAL SERVICES THROUGH 01/23	01/31/23 02/28/23	02-23 08-23	A		4226.80	.00	4226.80
Check #: 356776 Check Date.: 02/28/23		Vendor I.D.: FOU01 (FOUR CORNERS TOWING SERV.)						
022123-	PD-LICENSE#:1518537	01/28/23 02/28/23	02-23 08-23	A		350.00	.00	350.00
Check #: 356777 Check Date.: 02/28/23		Vendor I.D.: FRO01 (FRONTIER COMMUNICATIONS)						
022523-	P&R-ACCT#:805-343-1451-071975-5	02/25/23 02/28/23	02-23 08-23	A		284.82	.00	284.82
022823-	P&R-ACCT#:805-343-0362-071975-5	02/28/23 02/28/23	02-23 08-23	A		92.43	.00	92.43
022823A-	P&R-ACCT#:805-343-5512-041588-5	02/28/23 02/28/23	02-23 08-23	A		21.71	.00	21.71
** Vendor's Subtotal ----->						398.96	.00	398.96
Check #: 356778 Check Date.: 02/28/23		This Check IS *** VOID ***						
Check #: 356779 Check Date.: 02/28/23		Vendor I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)						
1102045-	PW-STREETS-C-706	02/01/23 02/28/23	02-23 08-23	A		243.07	.00	243.07
1102124-	WATER-SS HAND TOOL -STROWEL	02/01/23 02/28/23	02-23 08-23	A		6.48	.00	6.48
1102188-	WATER-22-18 FULL-INS VINYL FEMALE	02/02/23 02/28/23	02-23 08-23	A		7.83	.00	7.83
1102208-	P&R-BUILDING-ROTARY BT-SSF 3/16''X4''	02/02/23 02/28/23	02-23 08-23	A		4.13	.00	4.13
1102245-	WWTP-WHEELBARROW WHEEL 8'' DIA	02/02/23 02/28/23	02-23 08-23	A		134.46	.00	134.46
1102247-	WWTP-WD40 LUBRICANT 1GAL	02/02/23 02/28/23	02-23 08-23	A		36.96	.00	36.96
1102634-	P&R-BUILDING-1 PVC COUPLING SXS	02/06/23 02/28/23	02-23 08-23	A		5.21	.00	5.21
1102671-	PW-WASH WINDSHILD +32GAL	02/07/23 02/28/23	02-23 08-23	A		22.80	.00	22.80
1102764-	WATER-SMALL HAND TROWEL	02/07/23 02/28/23	02-23 08-23	A		40.43	.00	40.43
1102824-	WATER-3/8-16 NYLON LOCK NUT Z	02/08/23 02/28/23	02-23 08-23	A		5.40	.00	5.40



Invoice No	Description	Invoice Date	Actual Period	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
Check #: 356779 Check Date.: 02/28/23 Vendor I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)								
1102827-	WWTP-EYEBOLT W/NUT 1/2X8''GAL	02/08/23	02-23	A		224.54	.00	224.54
1103411-	PW-STREETS-EYE BOLT ZNC PLT 1/2X4''	02/28/23	08-23					
1103544-	PW-STREETS-BLADE 5T 12L PRUNING 5PK	02/14/23	02-23	A		25.51	.00	25.51
1103613-	WATER-LG MIL BL NITRILE GLOVE	02/28/23	08-23					
1103645-	PW-STREETS-PADLOCK LAM STL 1-3/4''	02/15/23	02-23	A		53.72	.00	53.72
		02/28/23	08-23					
		02/15/23	02-23	A		45.31	.00	45.31
		02/28/23	08-23					
		02/16/23	02-23	A		82.60	.00	82.60
		02/28/23	08-23					
** Vendor's Subtotal ----->						938.45	.00	938.45
-----								
Check #: 356780 Check Date.: 02/28/23 Vendor I.D.: GUA12 (GUADALUPE COURT APARTMENTS L.P.)								
022223-	ADM-BUILDING-REIMBURSEMENT OF ENCHROACHMEN PERMMI2	02/13/23	02-23	A		39709.00	.00	39709.00
		02/28/23	08-23					
-----								
Check #: 356781 Check Date.: 02/28/23 Vendor I.D.: HAR05 (HARRY & KIMIKO MASATANI)								
022123-	FINANCE-PROPERTY LEASE PAYMENT FOR BANDSHELL	02/21/23	02-23	A		50.00	.00	50.00
		02/28/23	08-23					
-----								
Check #: 356782 Check Date.: 02/28/23 Vendor I.D.: HDL01 (HINDERLITER DE LLAMAS & ASSOCIATES)								
SIN025394-	ADM-JAN 2023 FOR CANNABIS MANAGEMENT PROGRAM	01/31/23	02-23	A		3687.50	.00	3687.50
		02/28/23	08-23					
-----								
Check #: 356783 Check Date.: 02/28/23 Vendor I.D.: HEA01 (HEALTH SANITATION SERVICE INC.)								
715410823-	PW-875 PIONEER ST-40YD ROLLOFF	02/01/23	02-23	A		3311.00	.00	3311.00
		02/28/23	08-23					
715510820-	PW-873 PIONEER ST -40YD ROLL OFF	02/01/23	02-23	A		4614.64	.00	4614.64
		02/28/23	08-23					
** Vendor's Subtotal ----->						7925.64	.00	7925.64
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Check #: 356784 Check Date.: 02/28/23 Vendor I.D.: HEN01 (EAGLE ENERGY, INC)								
197956-	PD-FUEL CHARGES	01/15/23	02-23	A		1329.33	.00	1329.33
		02/28/23	08-23					
198241-	WWTP-FUEL CHARGES	01/31/22	02-23	A		136.31	.00	136.31
		02/28/23	08-23					
198541-	WATER-FUEL CHARGES	02/15/23	02-23	A		122.17	.00	122.17
		02/28/23	08-23					
198543-	PW-STREETS-FUEL CHARGES	02/15/23	02-23	A		643.83	.00	643.83
		02/28/23	08-23					
** Vendor's Subtotal ----->						2231.64	.00	2231.64
-----								
Check #: 356785 Check Date.: 02/28/23 Vendor I.D.: INT09 (INTERSTATE BATTERIES OF CENTRAL COAST)								
10012462-	WWTP-MTP-65HD BATTERY FOR CRANE TRUCK	02/08/23	02-23	A		157.46	.00	157.46
		02/28/23	08-23					
-----								
Check #: 356786 Check Date.: 02/28/23 Vendor I.D.: LOC01 (LOCAL COPIES ETC. (CORP))								
119997-	FINANCE-AP CHECKS	02/10/23	02-23	A		284.40	.00	284.40
		02/28/23	08-23					
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Check #: 356787 Check Date.: 02/28/23 Vendor I.D.: LOS01 (LOS AMIGOS DE GUADALUPE)								
32-	PW-17CDBG12099 ARCLIGHT MEIDA INV:10662 & 10726	02/07/23	02-23	A		1425.00	.00	1425.00
		02/28/23	08-23					

Invoice No	Description	Invoice Date		Actual Period		Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal	Tm						
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	Check #.: 356788	Check Date.: 02/28/23	Vendor I.D.: MAN01 (MANAGED HEALTH NETWORK COMPANY)							
PRM078146-	HR-37 SUBSCRIBERS	02/01/23	02-23	A				77.33	.00	77.33
		02/28/23	08-23							
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	Check #.: 356789	Check Date.: 02/28/23	Vendor I.D.: NOL01 (NO LIMIT TIRE INC.)							
41865-	WWTP-RIGHT REAR INSIDE FLAT REPAIR	01/16/23	02-23	A				25.00	.00	25.00
		02/28/23	08-23							
41973-	WWTP-245/75R17 TOYO OPEN COUNTRY H/T2 BW 10PLY	01/24/23	02-23	A				1525.00	.00	1525.00
		02/28/23	08-23							
	** Vendor's Subtotal ----->							1550.00	.00	1550.00
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	Check #.: 356790	Check Date.: 02/28/23	Vendor I.D.: PAC01 (PACIFIC GAS & ELECTRIC)							
013123-	P&R-ACT#:5398176331-0	01/31/23	02-23	A				1956.81	.00	1956.81
		02/28/23	08-23							
020723-	PW-ACCT#:3472146148-0	02/07/23	02-23	A				14030.85	.00	14030.85
		02/28/23	08-23							
013123A-	P&R-ACCT#:3731491075-5 1015 GUADALUPE	01/31/23	02-23	A				472.22	.00	472.22
		02/28/23	08-23							
	** Vendor's Subtotal ----->							16459.88	.00	16459.88
-----										
	Check #.: 356791	Check Date.: 02/28/23	Vendor I.D.: PCL01 (PACIFIC COAST LAND DESIGN INC)							
22-013-06-	PW-22-013 GUADALUPE CENTRAL PARK	02/08/23	02-23	A				10202.25	.00	10202.25
		02/28/23	08-23							
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	Check #.: 356792	Check Date.: 02/28/23	Vendor I.D.: PSA01 (PIONEER ST APTS NORTH, LLC)							
1038-	FINANCE-EMERGENCY APARTMENTS-STORM EVENTS	02/08/23	02-23	A				50820.00	.00	50820.00
		02/28/23	08-23							
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	Check #.: 356793	Check Date.: 02/28/23	Vendor I.D.: RUI03 (OMAR RUIZ)							
021023-	FIRE-CHECK REQUEST-RANGE GEES REIMBURSEMENT	02/10/23	02-23	A				44.33	.00	44.33
		02/28/23	08-23							
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	Check #.: 356794	Check Date.: 02/28/23	Vendor I.D.: SAG01 (JOSE A. SAGISI)							
022123-	PW-WATER-CHECK REQUEST-LA PASADITA OAXAQUENA	11/29/22	02-23	A				14.30	.00	14.30
		02/28/23	08-23							
-----										
	Check #.: 356795	Check Date.: 02/28/23	Vendor I.D.: SAN04 (SANTA BARBARA COUNTY)							
N11082228-	ADM-NOV 2022 ELECTIONS -MAYORS SEAT	02/03/23	02-23	A				2780.42	.00	2780.42
		02/28/23	08-23							
N11082229-	ADM-NOV 2022 ELECTIONS FOR COUNCIL SEAT	02/03/23	02-23	A				1112.17	.00	1112.17
		02/28/23	08-23							
N11082230-	ADM-NOV 2022 ELECTION FOR CITY COUNCIL	02/03/23	02-23	A				1112.17	.00	1112.17
		02/28/23	08-23							
N11082258-	ADM-NOV 2022 ELECTIONS - MEASURE 22022	02/03/23	02-23	A				3669.45	.00	3669.45
		02/28/23	08-23							
	** Vendor's Subtotal ----->							8674.21	.00	8674.21
-----										
	Check #.: 356796	Check Date.: 02/28/23	Vendor I.D.: SAN14 (SANTA BARBARA COUNTY-PUBLIC HEALTH DEPT)							
IN0064462-	WATER-GUADALUPE CITY-OBISPO TANK SITE	01/31/23	02-23	A				499.00	.00	499.00
		02/28/23	08-23							
IN0064492-	WWTP-STATE FACILITY OVERSIGHT	01/31/23	02-23	A				932.00	.00	932.00
		02/28/23	08-23							
	** Vendor's Subtotal ----->							1431.00	.00	1431.00

Invoice No	Description	Invoice Date	Actual Period	G/L	Account	No	Discount Amount	Gross Amount	Discount Amount	Net Amount	
											Due Date
Check #.: 356797 Check Date.: 02/28/23 Vendor I.D.: SAN49 (SANTA MARIA GLASS & MIRROR CO, INC.)											
57464-	P&R-918 OBISPO ST BROKEN WINDOW	10/10/22	02-23	A				220.12	.00	220.12	
		02/28/23	08-23								
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Check #.: 356798 Check Date.: 02/28/23 Vendor I.D.: SAT01 (SATCOM GLOBAL FZE)											
S02230765-	FIRE-IRIDIUM SIM CARD	02/01/23	02-23	A				85.50	.00	85.50	
		02/28/23	08-23								
-----											
Check #.: 356799 Check Date.: 02/28/23 Vendor I.D.: SCH01 (PATRICK SCHMITZ)											
021323-	FIRE-CHECK REQUEST-ADOBE 20 USERS	02/13/23	02-23	A				4005.60	.00	4005.60	
		02/28/23	08-23								
-----											
Check #.: 356800 Check Date.: 02/28/23 Vendor I.D.: SMO01 (SMOOTH INC.)											
17-2141-	ADM-SMOOTH TRANSIT SERVICES - JAN 2023	01/31/23	02-23	A				42037.12	.00	42037.12	
		02/28/23	08-23								
17-2142-	ADM-SMOOTH MAINTENANCE SERVICES JAN 2023	01/31/23	02-23	A				15480.33	.00	15480.33	
		02/28/23	08-23								
								** Vendor's Subtotal ----->	57517.45	.00	57517.45
-----											
Check #.: 356801 Check Date.: 02/28/23 Vendor I.D.: SOU01 (SOUTHERN CALIFORNIA GAS)											
012723A-	P&R-ACCT#:1550150001	01/27/23	02-23	A				3707.43	.00	3707.43	
		02/28/23	08-23								
-----											
Check #.: 356802 Check Date.: 02/28/23 Vendor I.D.: SOU02 (SOUZA CONSTRUCTION INC.)											
12312022-	PW-GUAD 2022 PAVEMENT REHAB	12/31/22	02-23	A				101909.80	.00	101909.80	
		02/28/23	08-23								
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Check #.: 356803 Check Date.: 02/28/23 Vendor I.D.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)											
03021975-	PW-STREETS-2'' SQ 14GAX12' PERF POST	02/13/23	02-23	A				314.49	.00	314.49	
		02/28/23	08-23								
-----											
Check #.: 356804 Check Date.: 02/28/23 Vendor I.D.: STAl1 (STAPLES CREDIT PLAN)											
214575741-	ADM-COPY PAPER FOR BUILDING DEPT	01/24/23	02-23	A				54.36	.00	54.36	
		02/28/23	08-23								
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Check #.: 356805 Check Date.: 02/28/23 Vendor I.D.: SWE02 (SHANNON SWEENEY)											
022123-	FINANCE-MONTLY REIMBURSEMENT OF CELL	02/21/23	02-23	A				50.00	.00	50.00	
		02/28/23	08-23								
-----											
Check #.: 356806 Check Date.: 02/28/23 Vendor I.D.: TUR03 (TURBO DATA SYSTEMS INC.)											
39554-	PD-AUTOMATED CITATION PROCESSING	01/31/23	02-23	A				482.35	.00	482.35	
		02/28/23	08-23								
-----											
Check #.: 356807 Check Date.: 02/28/23 Vendor I.D.: TYL01 (TYLER TECHNOLOGIES, INC.)											
025411211-	FINANCE-JACOB LYONS 01-17-23	01/31/23	02-23	A				1155.00	.00	1155.00	
		02/28/23	08-23								
-----											
Check #.: 356808 Check Date.: 02/28/23 Vendor I.D.: USA01 (U.S.A. BLUEBOOK INC.)											
261974-	WWTP-AS950-SD900 PRECUT PUMP TUBING	02/08/23	02-23	A				330.29	.00	330.29	
		02/28/23	08-23								

Invoice No	Description	Invoice Date	Actual Period	G/L	Account No	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm						
-----									
Check #.: 356809 Check Date.: 02/28/23		Vendor I.D.: USB04 (U.S. BANK CORPORATE PAYMENT SYSTEM)							
236100044-	FIRE-PASSPORT TAGS - NEW HIRE	01/31/23	02-23	A			19.05	.00	19.05
		02/28/23	08-23						
400901070-	FIRE-APPLY CLEAR OVERLAY	02/07/23	02-23	A			16.45	.00	16.45
		02/28/23	08-23						
569600487-	PD-CHIEF BATON	01/30/23	02-23	A			40.71	.00	40.71
		02/28/23	08-23						
** Vendor's Subtotal ----->							76.21	.00	76.21
-----									
Check #.: 356810 Check Date.: 02/28/23		Vendor I.D.: VLO01 (V. LOPEZ JR. & SONS)							
11355-	FINANCE-STORM DAMAGE CLEAN UP & PARKING LOT REPAIR	01/31/23	02-23	A			51441.48	.00	51441.48
		02/28/23	08-23						
11400-	P&R-FLOOD DAMAGE REPAIR AT LEROY PARK	02/08/23	02-23	A			13759.57	.00	13759.57
		02/28/23	08-23						
** Vendor's Subtotal ----->							65201.05	.00	65201.05
-----									
Check #.: 356811 Check Date.: 02/28/23		Vendor I.D.: WEL01 (WELLS FARGO VENDOR FINANCIAL SER. LLC)							
023821874-	ADM-COPY MACHINES MONTHLY PAYMENT - FEB 2023	02/04/23	02-23	A			666.45	.00	666.45
		02/28/23	08-23						
023821875-	ADM-FIRE DEPT-COPY MACHINE MONTHLY PAYMENT FEB2023	02/04/23	02-23	A			61.13	.00	61.13
		02/28/23	08-23						
** Vendor's Subtotal ----->							727.58	.00	727.58
-----									
Check #.: 356812 Check Date.: 02/28/23		Vendor I.D.: WML01 (W.M. LYLES CO)							
03-	PW-WML PROJECT NO.54.9166 RETENTION RELEASE	02/06/23	02-23	A			150024.00	.00	150024.00
		02/28/23	08-23						
-----									
Check #.: 356813 Check Date.: 02/28/23		Vendor I.D.: WRI01 (ROBERT WRIGHT)							
021023-	FIRE-CHECK REQUEST-RANGE FEES REIMBURSEMENT	02/10/23	02-23	A			55.49	.00	55.49
		02/28/23	08-23						
** Total Checks Paid ----->							571302.01	.00	571302.01
							=====	=====	=====

G/L Account No	Total Amount	Extension	FUND Description	DEPT Description	OBJT Description
01 2010	78437.08	78437.08	General Fund	Accounts Payable	
04 2010	123946.69	202383.77	FEMA	Accounts Payable	
10 2010	2245.74	204629.51	Wtr. Oper. Fund	Accounts Payable	
100 2010	1425.00	206054.51	CDBG 2017 AWARD	Accounts Payable	
107 2010	142.00	206196.51	CV2-3 Food Dis	Accounts Payable	
12 2010	30157.74	236354.25	Wst.Wtr.Op.Fund	Accounts Payable	
23 2010	57522.45	293876.70	LTF - Transit	Accounts Payable	
60 2010	138.44	294015.14	Guad.Assmt.Dist	Accounts Payable	
63 2010	272.68	294287.82	Pas L&L Dist	Accounts Payable	
71 2010	2890.80	297178.62	MEASURE A	Accounts Payable	
79 2010	90.54	297269.16	OB 2019-3 Prjct	Accounts Payable	
89 2010	274032.85	571302.01	CIP	Accounts Payable	
99 1000	-571302.01	.00	Cash Clearing	General Checking Account	

Date	G/L Account No	Description	Amount	Extension
02/09/23	31 2167	(1): VHEA03*I C30207u,L9000	-297.76	-297.76
02/09/23	99 1001	(1): Rev. Checks 02/09/23	297.76	.00
02/15/23	01 4200 1300	(1): VFRE01*I200001017u,L9000	-621.00	-621.00
02/15/23	99 1000	(1): Rev. Checks 02/15/23	621.00	.00
02/28/23	01 2010	(1): Check Update 02/28/23	78,437.08	78,437.08
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	04 2010	(1): Check Update 02/28/23	123,946.69	202,383.77
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	10 2010	(1): Check Update 02/28/23	2,245.74	204,629.51
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	100 2010	(1): Check Update 02/28/23	1,425.00	206,054.51
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	107 2010	(1): Check Update 02/28/23	142.00	206,196.51
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	12 2010	(1): Check Update 02/28/23	30,157.74	236,354.25
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	23 2010	(1): Check Update 02/28/23	57,522.45	293,876.70
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	60 2010	(1): Check Update 02/28/23	138.44	294,015.14
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	63 2010	(1): Check Update 02/28/23	272.68	294,287.82
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	71 2010	(1): Check Update 02/28/23	2,890.80	297,178.62
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	79 2010	(1): Check Update 02/28/23	90.54	297,269.16
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	89 2010	(1): Check Update 02/28/23	274,032.85	571,302.01
	(2): A/P Auto Checks PY-CP-CL			
02/28/23	99 1000	(1): Check Update 02/28/23	-571,302.01	.00
	(2): A/P Auto Checks PY-CP-CL			

Journal	G/L Account No	Amount	Extension
03	01 2010	78,437.08	78,437.08
03	01 4200 1300	-621.00	77,816.08
03	04 2010	123,946.69	201,762.77
03	10 2010	2,245.74	204,008.51
03	100 2010	1,425.00	205,433.51
03	107 2010	142.00	205,575.51
03	12 2010	30,157.74	235,733.25
03	23 2010	57,522.45	293,255.70
03	31 2167	-297.76	292,957.94
03	60 2010	138.44	293,096.38
03	63 2010	272.68	293,369.06
03	71 2010	2,890.80	296,259.86
03	79 2010	90.54	296,350.40
03	89 2010	274,032.85	570,383.25
03	99 1000	-570,681.01	-297.76
03	99 1001	297.76	.00









REPORT.: Feb 22 23 Wednesday  
RUN....: Feb 22 23 Time: 12:16  
Run By.: Veronica Fabian

City of Guadalupe  
General Ledger Interface  
Journal 04 Purchasing/Payables Journal Interface for (FY) Period 02-23

PAGE: 006  
ID #: PY-GI  
CTL.: GUA

Date	G/L Account No	Description	Amount	Extension
02/22/23	89 4444 3083	(1): VWML01*I 03 ,L0001 (2): PW-WML PROJECT NO.54.9166 RETENTION RELEASE (3): W.M. LYLES CO	150,024.00	.00

Journal	G/L Account No	Amount	Extension
04	01 2010	-78,437.08	-78,437.08
04	01 3550	39,709.00	-38,728.08
04	01 4105 1300	100.00	-38,628.08
04	01 4105 1600	8,674.21	-29,953.87
04	01 4110 2150	207.00	-29,746.87
04	01 4120 1200	284.40	-29,462.47
04	01 4120 1300	50.00	-29,412.47
04	01 4120 2150	1,230.00	-28,182.47
04	01 4140 0400	77.33	-28,105.14
04	01 4140 1200	54.36	-28,050.78
04	01 4140 2151	4,005.60	-24,045.18
04	01 4140 4150	727.58	-23,317.60
04	01 4145 1000	6,679.22	-16,638.38
04	01 4145 1150	694.55	-15,943.83
04	01 4145 1550	267.67	-15,676.16
04	01 4145 2150	355.60	-15,320.56
04	01 4200 0450	40.71	-15,279.85
04	01 4200 1150	42.75	-15,237.10
04	01 4200 1460	350.00	-14,887.10
04	01 4200 1550	735.89	-14,151.21
04	01 4200 1560	1,329.33	-12,821.88
04	01 4200 2150	643.50	-12,178.38
04	01 4200 2350	324.00	-11,854.38
04	01 4220 1150	42.75	-11,811.63
04	01 4220 1460	186.68	-11,624.95
04	01 4220 1550	135.32	-11,489.63
04	01 4300 1000	5,385.96	-6,103.67
04	01 4300 1550	25.85	-6,077.82
04	01 4300 2150	2,275.14	-3,802.68
04	01 4300 2325	100.88	-3,701.80
04	01 4420 1300	14.30	-3,687.50
04	01 HEMP 2150	3,687.50	.00
04	04 2010	-123,946.69	-123,946.69
04	04 4410 2150	123,946.69	.00
04	10 2010	-2,245.74	-2,245.74
04	10 4420 1300	15.00	-2,230.74
04	10 4420 1550	105.45	-2,125.29
04	10 4420 1560	122.17	-2,003.12
04	10 4420 2150	1,504.12	-499.00
04	10 4420 2350	499.00	.00
04	100 2010	-1,425.00	-1,425.00
04	100 4010 2165	1,425.00	.00
04	107 2010	-142.00	-142.00
04	107 4018 2150	142.00	.00
04	12 2010	-30,157.74	-30,157.74
04	12 4425 1000	16,900.98	-13,256.76
04	12 4425 1300	15.00	-13,241.76
04	12 4425 1460	1,707.46	-11,534.30
04	12 4425 1550	955.02	-10,579.28
04	12 4425 1560	136.31	-10,442.97
04	12 4425 2150	9,510.97	-932.00
04	12 4425 2350	932.00	.00
04	23 2010	-57,522.45	-57,522.45
04	23 3511	-4,214.04	-61,736.49
04	23 4461 1300	5.00	-61,731.49
04	23 4461 1400	15,480.33	-46,251.16
04	23 4461 2200	689.02	-45,562.14
04	23 4461 2354	45,562.14	.00
04	60 2010	-138.44	-138.44
04	60 4490 1000	138.44	.00
04	63 2010	-272.68	-272.68
04	63 4472 1000	272.68	.00
04	71 2010	-2,890.80	-2,890.80
04	71 4454 1000	207.66	-2,683.14
04	71 4454 1300	15.00	-2,668.14
04	71 4454 1550	707.29	-1,960.85
04	71 4454 1560	643.83	-1,317.02
04	71 4454 2150	1,317.02	.00
04	79 2010	-90.54	-90.54
04	79 4542 1000	90.54	.00
04	89 2010	-274,032.85	-274,032.85
04	89 4444 3053	10,202.25	-263,830.60
04	89 4444 3068	110,369.10	-153,461.50
04	89 4444 3083	153,461.50	.00

# MINUTES

## City of Guadalupe

### Special Joint Meeting of the Guadalupe City Council and the Recreation and Parks Commission

Tuesday, February 14, 2023, at 4:00 pm  
City Hall, 918 Obispo Street, Council Chambers

City Council:

Council Member Christina Hernandez  
Council Member Gilbert Robles  
Council Member Megan Lizalde **(Absent)**  
Mayor Pro Tempore Eugene Costa Jr.  
Mayor Ariston Julian

Recreation Commission:

Commissioner Chair Joseph Harris **(Absent)**  
Commissioner Enrique Ortiz **(Absent)**  
Commissioner Emily Dreiling **(Absent)**  
Commissioner Michael Jimenez **(Absent)**  
Commissioner Trevor Lamberson **(Absent)**

1. **PLEDGE OF ALLEGIANCE**

2. **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.

*Nobody was present to speak during the Community Participation Forum.*

**REGULAR BUSINESS**

3. **MANDATED PUBLIC ETHICS TRAINING FOR GOVERNMENT OFFICIALS (AB 1234).**

*Ms. Wendy Stockton, Assistant Attorney from the law firm Jones Mayer provided city staff, the city council and the recreation and parks commission their mandated public ethics training for government officials (AB 1234). Afterwards, those present signed the certification to be filed in the Human Resources Office.*

4. **ADJOURNMENT**

**Motion was made by Mayor Julian and seconded by Council Member Robles to adjourn. 4-0 Motion passed. Meeting adjourned at 5:58 p.m.**

**Prepared by:**

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Todd Bodem, Deputy City Clerk

**Approved by:**

---

Ariston Julian, Mayor

# MINUTES

## City of Guadalupe

### Regular Meeting of the Guadalupe City Council

Tuesday, February 14, 2023, at 6:00 pm  
City Hall, 918 Obispo Street, Council Chambers

1. **ROLL CALL:**

Council Member Christina Hernandez  
Council Member Gilbert Robles  
Council Member Megan Lizalde (**Absent**)  
Mayor Pro Tempore Eugene Costa Jr.  
Mayor Ariston Julian

*The meeting was called to order at 6:00 p.m. Four (4) were present. One (1) absent.*

2. **PLEDGE OF ALLEGIANCE**

*The Mayor, City Council, Staff, and Public stood up for the Pledge of Allegiance.*

3. **MOMENT OF THANKS, APPRECIATION OR CONDOLENCES.**

Mayor Julian provided a message of condolence to those people in Turkey and Syria harmed by the devastating earthquakes. He also mentioned the passing of Chief Warrant Officer 4, Henry Chino Leon, a proud U.S Army veteran, passed away on January 17th, 2023, at the age of 74.

Henry was born in Santa Maria, Ca and raised in Guadalupe, Ca. He enlisted into the United States Army in 1967 and served his country honorably in the Vietnam War. He ended his military career with the California State Military Reserves where he earned the rank of CW4. The mayor expressed his condolences to the family.

4. **AGENDA REVIEW**

*There were no changes to the order of the agenda.*

5. **CEREMONIAL CALENDAR**

- *Recognizing Firefighter of the year – Guadalupe Reyes, Fire Engineer. Fire Engineer Reyes was not able to attend the ceremony recognizing him as Firefighter of the year; hence, he will be recognized at the February 28, 2023, City Council meeting.*

- *Public Safety Director, Michael Cash opened the proceedings in recognition of Officer of Year Omar Ruiz. Mayor Julian and Council Member Robles commended Officer Ruiz and mentioned that he was present helping the citizens displaced from their homes during the January 9<sup>th</sup> storms.*

*Officer Omar Ruiz expressed his appreciation for the Mayor who helped during the flood. Mr. Ruiz was very thankful.*

## **6. 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.

*Ms. Jeanne Mello was present on behalf of Ms. Shirley Boydston's letter which stated in part: Thank you for praising the Guadalupe community for coming together on the 9<sup>th</sup> and 10<sup>th</sup> of January to help the flooded-out people ("The little town that could," Jan. 10).*

*Since this flooding occurs periodically (as the mayor said, four times in 30 years) it should behoove the county, the state, and the feds to get a levee in place to stop this from happening. The (now) levee stops at the railroad bridge and is only earthen land aided by willows from then on under the Highway 1 crossing over the Santa Maria River and on out to the ocean. The city has been asking for this for years.*

*The lease that could be done is to channel the river to keep it from free-flowing side to side and breaking through earthen berms the farmers put there to help with the usually heavy rains the end of December, through January and February.*

*As a longtime resident (native to Guadalupe), I and many others will keep repeating the mantra that the area needs a real levee.*

*Ms. Mello then proceeded to say that the city needs a 'real' communication system to inform the public of fundraisers, events, etc. and suggested that the city develop Quarterly newsletters, etc.*

*Ms. Kelly Cable stepped up the podium as one of the replaced flood victims and said the city should work on a letter to various retail establishments in Santa Maria asking them to provide direct donations from their stores to those in need. Mayor Julian expressed his empathy to Ms. Cable's loss.*

*Ms. Frances Romero recognized Officer Ruiz for him being officer of the year. She stated concerns about the employees leaving the city and thinks more should be done on retention and recruitment. She questioned the certain salaries and will be extracting information from transparent California and return to show city staff pay.*



*Mr. Albert Nunez Jr. informed the City Council that the project The Rancho de Guadalupe Historical Society presents the 'Heritage on Display' Project. For almost 150 years, this town has been home to people with beautifully diverse backgrounds from Native Americans to immigrants from China, Japan, Mexico, the Philippines, Italy and even more. Through installed displays, the project will spotlight individuals and groups/organizations that have been part of Guadalupe's legacy as a richly diverse community. For this pilot year, the project will focus on these months and populations: March National Women's History Month May Asian American and Pacific Islander Heritage Month September National Hispanic Heritage Month October Filipino American History Month November National Native American Heritage Month the goals 1. Present and preserve the diverse stories of the town's residents. 2. Foster a continued interest in Guadalupe's history. The plan Phase I will include displays of text and images in City Hall's display case. Content will be loaded in at the first of the month and removed at the end of the month (exact dates are flexible). Phase II consists of developing multimedia pieces that support the main display (for example, an QR code could link to interviews with descendants). We are excited to present this project to the community and look forward to its continued development! Please refer all questions to: Albert Nunez Jr., board member,*

*Mr. Jerry Kaufman talked about the Vietnam replica wall that heals event to be held at Madonna Meadows in San Luis Obispo, March 16-19, 2023.*

*Mr. Deek Segovia said that it is difficult having access to certain rooms in the Veterans Memorial building.*

*Mr. Joshua Madrigal expressed his concerns about the lack of economic vitality in Guadalupe.*

*Ms. Alma Pereyra was present to share with her concern about accidents near the Escalante Meadows area and requested speed limit, stop signs, speed bumps, and flashing lights be implemented.*

## **7. 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 February 6, 2023.
- C.** Approve the Minutes of the City Council special meeting of January 17, 2023.
- D.** Approve the Minutes of the City Council regular meeting of January 24, 2023
- E.** Adopt, on second reading, Ordinance No. 2023-507 concerning vacant commercial property registration and property maintenance.

*The City Attorney recommended that he make some minor amendments to the ordinance and come back to Council at the next meeting.*

**Motion was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Robles to pull/move agenda item E. to the February 28, 2023, City Council meeting for a first read consideration. 4-0 Motion passed.**

- F. Adopt Resolution No. 2023-08 approving an agreement for professional services with the law firm Jones Mayer (related to work performed by the City's Assistant City Attorney, Wendy Stockton).
- G. Adopt Resolution No. 2023-09 revising the classification and job description for the Building Attendant to include previously approved duties of the Multimedia Assistant (temporary position).
- H. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
  - 1. Planning Department report for January 2023
  - 2. Building Department report for January 2023
  - 3. Public Works and Engineering report for January 2023

**Motion was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Robles to approve the balance of the Consent Calendar (A, B, C, D, F, G, AND H). 4-0 Motion passed.**

**8. CITY ADMINISTRATOR REPORT: (Information Only)**

*City Administrator Todd Bodem said that the Building Inspector, David Rose, heard about a complaint from an area resident who witnessed excessive dust on February 13<sup>th</sup> for the Escalante Meadows project. According to Rose, there is no dust originating from this project onto any structures within sight. Rose stated that here is a fire hose on the demo of this concrete masonry unit duplex apartment. The company doing the demo is a textbook example of how to do a demo and they have about 5 more to go before demo is complete.*

*Bodem also mentioned that the RERC workshop is scheduled for April 12-13. Time to be determined.*

**9. DIRECTOR OF PUBLIC SAFETY REPORT: (Information Only)**

*Public Safety Director Michael Cash provide a verbal report about the following.*

**POLICE**

- *Spoke with traffic accident family from 11th and Semis about making their area safer. Working on solutions*

- *Spoke about police officer staffing challenges. Will bring back to City Council in a Staffing Report*

#### FIRE

- *Advised that the Impact Study Fee research firm has been selected and is working on the project.*

#### EMERGENCY PREPAREDNESS

- *Met with CalOES to discuss completing paperwork for city reimbursement of housing funds for flooding displaced residents.*
- *The Pioneer Street Flooding. After-Action Report will be completed soon and presented to City Council.*
- *ONE805 fundraising group, approved a grant to the City of Guadalupe for \$41,100 dollars to purchase a generator.*

*Mayor Julian mentioned several volunteer groups during the storm event and that we learned a lot from this devastation. He said told everyone about the Saturday, February 18 fundraiser the Le Roy Park from 11 a.m. to 4 p.m.*

*Council Member Robles talked at length about public safety recruitment and retention and realizes something must be done about the mystery puzzle.*

#### REGULAR BUSINESS

- 10. New wall-mounted sign for the Vietnam Veterans of America, Chapter 982 at the Veterans Memorial Building, 1005-1025 Guadalupe Street.**

*Written and verbal report was given by Bill Scott, Contract City Planner, to endorse a ministerial wall-mounted sign for the Vietnam Veterans of America, Chapter 982 at the Veterans Memorial Building, 1005-1025 Guadalupe Street.*

*There were several Vietnam Veterans present endorsing the sign and significant discussion about sign location and placement. Council was highly enthusiastic about the sign and Chapter 982 having a presence.*

**Motion was made by Council Member Hernandez and seconded by Council Member Robles that the City Council adopt Resolution No. 2023-10 endorsing a wall-mounted sign for the Vietnam Veterans of America Chapter 982 on the Veterans Memorial Building at 1005-1025 Guadalupe Street. 4-0 Motion passed.**

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

*Written and verbal report was provided by Shannon Sweeney, Public Works Director/City Engineer that recommends 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.*

**Motion was made by Mayor Pro Tempore Costa Jr. seconded by Council Member Hernandez to endorse and allow staff to focus on traffic control at the four-way intersection of Obispo and 4<sup>th</sup> Street. 4-0 Motion passed.**

**12. Traffic and parking plan options for student drop-offs and pickups at Mary Buren Elementary School.**

*Written and verbal report was provided by Michael Cash, Director of Public Safety, seeking direction from the City Council to provide direction to staff concerning a traffic and parking plan that addresses congestion in the morning and afternoon hours near Mary Buren Elementary School because of student drop-offs and pickups.*

*Significant discussion ensued which ultimately let a consensus of the City Council to form a City / School Subcommittee to help study and resolve the perceived conflicts concerning traffic and parking at the school and city.*

**13. First reading and introduction of Ordinance No. 2023-508 amending the City's Commercial Cannabis Business Ordinance (Guadalupe Municipal Code Chapter 9.22).**

*Written and verbal report was provided by Philip Sinco, City Attorney for the introduction of the Ordinance No. 2023-508 amending the City's Commercial Cannabis Business Ordinance (Guadalupe Municipal Code Chapter 9.22).*

**Motion was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Robles that the City Council waive full reading, read by title only; and introduce Ordinance No. 2023-508 on the first reading, and continue to the meeting of February 28, 2023, for second reading and adoption. 4-0 Motion passed.**

**14. Amending the Master Fee Schedule for cannabis community benefit agreement, regulatory and pre-license fees.**

*Written report was provided by Todd Bodem, City Administrator. City Attorney Philip Sinco provided a verbal update from the report recommending that the City Council adopt Resolution No. 2023-11 amending the Master Fee Schedule for cannabis community benefit agreement, regulatory and pre-license fees for business issued a commercial cannabis business permit.*

Moton was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Hernandez to adopt Resolution No. 223-11 Amending the Master Fee Schedule for cannabis community benefit agreement, regulatory and pre-license fees. 4-0 Motion passed.

**15. FUTURE AGENDA ITEMS**

*Nothing added or deleted.*

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

*Mayor Julian met with Caltrans about a significant list of items they address at their meetings. Council members made an announcement about the Father/Daughter Dance scheduled for Saturday, February 18<sup>th</sup> from 6:30 p.m. to 8:30 p.m. Register by February 15<sup>th</sup> @ 5 p.m.*

**17. ADJOURNMENT TO CLOSED SESSION MEETING**

Moton was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Hernandez to adjourn into to closed session meeting at 8:23 P.M. 4-0 Motion passed.

**CLOSED SESSION**

**18. Public Employment**

(Pursuant to Government Code Section 54957(b))

Title: City Administrator

**19. Conference with Legal Counsel – Existing Litigation**

Subdivision (d) (1) of Government Code Section 54956.9

Name of case: *City of Guadalupe v. Guadalupe Post #371 of the American Legion, Santa Barbara Superior Court Case No. 22CV04248*

**20. ADJOURNMENT TO OPEN SESSION MEETING**

Moton was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Hernandez to adjourn into to open session meeting at 9:27 p.m. 4-0 Motion passed.

**21. CLOSED SESSION ANNOUNCEMENTS**

*No Reportable Action was noted from closed session.*

**22. ADJOURNMENT**

Moton was made by Mayor Pro Tempore Costa Jr. and seconded by Council Member Robles to adjourn at 9:28 p.m. 4-0 Motion passed.

**Prepared by:**

**Approved by:**

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Todd Bodem, Deputy City Clerk

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Ariston Julian, Mayor



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

*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:** Second Reading and Adoption of Ordinance No. 2023-508.

**RECOMMENDATION:**

That the City Council adopt, on the second reading, Ordinance 2023-508 amending the City's Commercial Cannabis Business Ordinance (Guadalupe Municipal Code Chapter 9.22).

**BACKGROUND:**

The City Council introduced Ordinance No. 2023-508 at its meeting on February 14, 2023. This constitutes the second reading of the ordinance.

**ATTACHMENTS:**

1. Ordinance No. 2023-508 entitled "An Ordinance of the City of Guadalupe, California Amending Various Sections of Chapter 9.22 of the Guadalupe Municipal Code Relating to Commercial Cannabis Businesses."

## ORDINANCE NO. 2023-508

**AN ORDINANCE OF THE CITY OF GUADALUPE, CALIFORNIA AMENDING VARIOUS SECTIONS OF CHAPTER 9.22 TO TITLE 9 OF THE GUADALUPE MUNICIPAL CODE RELATING TO COMMERCIAL CANNABIS BUSINESSES AND AMENDING VARIOUS SECTIONS OF TITLE 12 (ZONING) OF THE GUADALUPE MUNICIPAL CODE TO DESIGNATE ZONING DISTRICTS FOR COMMERCIAL CANNABIS BUSINESSES**

**WHEREAS**, the City Council finds that the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) accommodates the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to same; and

**WHEREAS**, the MAUCRSA also provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” approved by California voters in 2016); and

**WHEREAS**, commercial cannabis is a source of much needed revenue for the City of Guadalupe; and

**WHEREAS**, the City Council understands that sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses are necessary to mitigate possible negative impacts that might arise from the legalization of commercial uses of cannabis in the City of Guadalupe, and the City Council intends to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law; and

**WHEREAS**, in consideration of the foregoing, the City Council adopted Ordinance No. 2021-494 on May 25, 2021, (effective on June 24, 2021), adding new Chapter 9.22 to the Guadalupe Municipal Code and amending various sections of Title 12 of the Guadalupe Municipal Code (Zoning) to permit the establishment of retail and other types of commercial cannabis businesses; and

**WHEREAS**, since the adoption of Ordinance No. 2021-494, the City Council adopted Application Procedure and Guidelines for commercial cannabis business permits, and opened an application period for such businesses, eventually selecting two (2) retail commercial cannabis business permit applications to move forward with the process of obtaining a commercial cannabis business permit (as well approving one cannabis cultivation-processing applicant); and

**WHEREAS**, City staff has identified several provisions of Ordinance No. 2021-494 that require corrections and/or amendments for the purpose of clarification; and



**WHEREAS**, it is in the interest of the City to establish reasonable timeframes for selected applicants to begin retail cannabis operation in order to ensure that consumers are provided access to legal cannabis goods; and

**WHEREAS**, one of the main reasons for legalizing cannabis businesses in the City is for the purpose of increasing needed revenue for the City; and

**WHEREAS**, Ordinance No. 2021-494 did not include any provisions concerning how much time would be afforded to the selected applicants to complete the conditional use permit application process as well as obtaining a commercial cannabis business permit, and the City Council wishes to amend Chapter 9.22 of Title 9 of the Guadalupe Municipal Code to include required timelines for completion of the process of obtaining a commercial cannabis business permit.

**NOW, THEREFORE**, the City Council of the City of Guadalupe, State of California, does hereby ordain as follows:

**SECTION 1.** Section 9.22.110 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

**9.22.110 Community Benefits.**

A. The application procedure process shall include a component on community benefits.

B. Any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a Cannabis Business Permit is issued. Such terms and conditions shall be in addition to the requirements of this Chapter.

C. Community benefits may include but are not limited to: in-kind donations; sponsorship of community events; financial support or otherwise for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, homeless shelters, senior centers and/or senior living facilities, parks and recreation programs.

D. The prevailing candidates selected by the City Council pursuant to Section 9.22.140, shall be required to complete negotiations with the City and submit a signed agreement to the City Administrator within six (6) months after being selected as a prevailing candidate. For any prevailing candidates selected before the effective date of this subdivision D, such candidate shall have six (6) months from the effective date to comply with this subdivision.

**SECTION 2.** Section 9.22.120 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

### **9.22.120 City's Reservation of Rights.**

A. The City reserves the right to reject any or all applications for a Cannabis Business Permit. Prior to such permit issuance, the City may modify, postpone, or cancel any request for applications, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to a failure to comply with other requirements in this Chapter, an application may be rejected for any of the following reasons:

1. The application was received after the designated time and date of the deadline.
2. The application did not contain the required elements, exhibits, or was not organized in the required format.
3. The application was considered not fully responsive to the request for a permit application, i.e., was substantially incomplete.

B. Once a prevailing candidate has been selected, the City reserves its rights to reject such selected candidate if the candidate fails to diligently pursue the required conditional use permit application and Cannabis Business Permit. Prior to rejecting a selected candidate, the City Council will hold a hearing where the candidate may present evidence as to why the City Council should not reject the selected candidate from completing the process. The City Council will base its decision to reject only upon substantial evidence and will not act in an arbitrary or capricious manner. The City Council's decision will be final and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

**SECTION 3.** Section 9.22.140 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

### **9.22.140 Permittee Selection Process**

A. Applications will be reviewed per the Procedure Guidelines and Review Criteria and will be either denied or approved.

B. Once the proposed locations of approved applications have been identified, the Planning Director or the Planning Director's designee(s) shall verify it is properly zoned for the type of license(s) in which the applicant has applied. If permitted, a zoning verification letter shall be issued.

C. Only approved applications meeting guidelines set by Council Resolution as to cut off score will be eligible to participate in the interview process or any further process.

D. Upon the completion of the selection process, a public meeting shall be set in which concerns of residents, businesses, and community organizations alike may be brought before the City.

E. The Planning Director, or the Planning Director's designee(s), shall conduct the public meeting to solicit community feedback.

F. Public Notice shall be mailed at least ten (10) days prior to the public meeting to the following:

1. All property owners of record within a minimum 300-foot radius of the subject property as shown on the latest available assessment role or a larger radius if deemed necessary by the Planning Director in order to provide adequate public notification; and

2. Any person or group who has filed a written request for notice regarding the specific application.

G. Failure to Notify Individual Properties. The validity of the proceedings shall not be affected by the failure of any property owner, resident or neighborhood or community organization to receive a mailed notice.

H. Applications shall be vetted by the City Administrator and a team selected by the City Administrator consistent with Section 9.22.13(c). At the conclusion of the vetting process, the City Administrator shall prepare a report with findings and recommendations for consideration by the City Council. The recommendations shall include a summary of any concerns voiced by the community at the public meeting.

I. The City Council shall either deny or approve the final candidates and shall select the top candidates in each category of the cannabis businesses pursuant to Section 9.22.13(a). The City Council's decision as to the selection of the prevailing candidates shall be final, pending an appeal, in the event an appeal is filed as provided for under Section 9.22.24.

J. The City will issue notice to the prevailing candidates that the City will issue an official Cannabis Business Permit(s) upon the prevailing applicant(s) obtaining all required land use approvals. Once all required land use approvals are secured, the City will issue an Official Cannabis Business Permit to any prevailing applicant(s). The City Council's decision concerning which applicant(s) will be issued an official Cannabis Business Permit(s) is final and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

K. The Council may establish an eligibility list and place the unsuccessful candidates not selected as a prevailing candidate on this list in the event one or more of the prevailing candidates is unable to complete the process of obtaining a Cannabis Business Permit. Only candidates that were interviewed by the Council will be able to be placed on the eligibility

list. The Council may select any of the candidates on the eligibility list in place of one or more of the prevailing candidates that fails to complete the process of obtaining Cannabis Business Permit.

L. Once the prevailing candidates are selected, each such candidate will have three (3) months from the date of selection to file an application for a conditional use permit for the proposed location of the commercial cannabis business and must obtain issuance of a conditional use permit within nine (9) months from the date of selection. This timeframe may be extended by the City Administrator should it be determined that the City unreasonably delayed processing the conditional use permit application. For any candidates previously selected before the effective date of this ordinance, these timelines shall commence upon the effective date of this Section. Failure to comply with these timelines may result in a finding that the candidate is not diligently pursuing the conditional use permit.

**SECTION 4.** Section 9.22.150 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

**9.22.150 Exercise of a Cannabis Business Permit.**

A. Each Cannabis Business Permit issued pursuant to this Chapter shall expire twelve (12) months after the date of issuance. Cannabis Business Permits may be renewed as provided in Section 9.22.180.

B. A Cannabis Business Permit shall be exercised within twelve (12) months of issuance. Exercised shall be when any of the following occur:

1. A Certificate of Occupancy has been issued, or
2. The permitted use(s) has commenced on the site.

C. The expiration of a Cannabis Business Permit shall automatically result in a rejection of the selected candidate as authorized by Section 9.22.120.B. unless renewed as provided in Section 9.22.180, and unless renewed, the candidate shall not be able to obtain issuance of a Cannabis Business Permit unless the City opens up a new application process.

**SECTION 5.** Section 9.22.310 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

**9.22.310 Authorization from the Planning Director.**

Prior to commencing operations at a new location pursuant to Section 9.22.270, a Cannabis Business must obtain a zoning clearance from the Planning Director or the Planning Director's designee(s) certifying that the business is located on a site that meets all of the requirements of Sections 9.22.300, 9.22.320, and 9.22.330 of this Chapter.

**SECTION 6.** Section 9.22.370 of Chapter 9.22 of Title 9 of the Guadalupe Municipal Code is hereby amended as follows:

**9.22.370 Fees and Charges.**

A. No person may commence or continue any cannabis activity in the City without timely paying in full all fees and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

B. All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each cannabis business shall cooperate with City with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes or fees required to be paid during any period.

C. Prior to operating in the City and as a condition of issuance of a Cannabis Business Permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare. Such community benefit agreement will include a provision to pay the fees authorized by a Council resolution approving cost recovery for the City's costs related to negotiating and obtaining the community benefit agreements, the annual regulatory fee, and the cost of pre-license site inspections.

**SECTION 7. Severance.** If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 8. Environmental determination.** In accordance with the requirements of the California Environmental Quality Act (Public Resources Code §21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Ordinance No. 2021-494. Based on this review, the Planning Department has determined that the proposed ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Business and Professions Code Section 26055(h). This provision in the Business and Professions Code exempts from CEQA review the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. As approved by City Council, Ordinance No. 2023-508 requires discretionary review is required by the City Council for

each cannabis business seeking to operate in the City, and any applicable/project specific CEQA analysis will be done prior to the approval of these discretionary entitlements in accordance with Section 15070 or 15081 of CEQA. Given this, a CEQA Statutory Exemption pursuant to Business and Professions Code Section 26055(h) applies.

**SECTION 9.** 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 on the 14<sup>th</sup> day of February 2023, by the following roll call vote:

**MOTION: EUGENE COSTA JR. / GILBERT ROBLES**

**AYES: 4 Councilmembers: Costa Jr., Hernandez, Julian, Robles**  
**NOES: 0**  
**ABSENT: 1 Councilmember: Lizalde**  
**ABSTAINED: 0**

**PASSED AND APPROVED** as the regular meeting of the City Council on the 28<sup>th</sup> day of February 2023, by the following roll call vote:

**MOTION:**

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINED:**

**ATTEST:**

\_\_\_\_\_  
Todd Bodem, Deputy City Clerk

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

**APPROVED AS TO FORM:**

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



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

*Shannon Sweeney*

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**Prepared by:**  
**Shannon Sweeney,**  
**Public Works Director / City Engineer**

*Todd Bodem*

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

**SUBJECT:** Authorize Contracts for the Highway 1 Lift Station Project and Related Inspection Services

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2023-12 authorizing the Mayor to execute a construction contract with WM Lyles Co. for the Highway 1 Lift Station Replacement Project, and to execute a contract with Wallace Group for inspection services on this project.

**DISCUSSION:**

The 2014 Wastewater Master Plan identified the need to replace the Highway 1 Lift Station.

On January 6, 2023, the City solicited a Request for Quote for the Highway 1 Lift Station Project, and a Request for Proposal for inspection services for this project. Both were sent to a list of potential bidders, made available on the City's website and advertised in the Santa Maria Times. The deadline was 2:00 to receive bids and 3:00 to receive proposals, February 7, 2023.

The City received three construction bids, ranging from \$1,432,650.00 to \$2,788,000.00. The lowest construction bid, from WM Lyles Co., was found to be responsive and meet the City's needs.

Staff recommends awarding the construction contract to WM Lyles, Co. for a total of \$1,432,650.00. It is also recommended to authorize the City Administrator to approve contract change orders during construction up to 15% over the contract amount if deemed necessary.

The City received three inspection proposals ranging from \$94,614.00 to \$160,710.00. The proposal from Wallace Group was found to be comprehensive and meet the City's needs. In addition, Wallace Group has been the inspector on two successful wastewater capital projects within the last two years.

Staff recommends awarding the inspection services contract to Wallace Group for a total of \$94,614.00. It is also recommended to authorize the City Administrator to approve contract change orders during the project up to 15% over the contract amount if deemed necessary.

Please note that the City has worked with both the construction and engineering firms on previous projects successfully.

**FISCAL IMPACT:**

\$1,200,000.00 was budgeted in the FY 2022 – 23 budget for this project. The base bid for construction (\$1,432,650.00) and inspection services (\$94,614.00), totaling \$1,527,264, is above the budgeted amount. However, cash balance in the wastewater fund as of January 31, 2023 is \$2,505,993.93.

The 2021 Comprehensive Utility Rate Study (Rate Study) acknowledged that the City would fall below desired wastewater fund reserves of \$1.5 million between 2022 and 2024 as it proceeded to complete overdue capital projects, including the Trunk Main Replacement Project (completed), Effluent Pump Station Replacement Project (nearly complete), Highway 1 Lift Station replacement, and Pioneer Lift Station replacement. Rates were set such that adequate reserves would be restored starting in 2025, after these projects were complete. The Rate Study included \$1.1 million for the Highway 1 Lift Station Replacement Project, and \$930,000.00 for the Pioneer Lift Station replacement, for which the City recently received an unanticipated \$989,000.00 grant. It is because of the Pioneer Lift Station Replacement Project grant that staff feels comfortable recommending that Council receive with approval of this project despite the fact it exceeds the budgeted amount.

Note that the cost of the project if the full contingency is exercised is \$1,756,353.60.

**ATTACHMENTS:**

1. Resolution No. 2023-12
2. Bid Results
3. Agreement, Construction
4. Agreement, Inspection Services



RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
APPROVING A CONTRACT WITH WM LYLES, CO. FOR THE HIGHWAY 1 LIFT STATION REPLACEMENT  
PROJECT AND AN AGREEMENT WITH WALLACE GROUP FOR CONTRACT INSPECTION SERVICES ON  
THIS PROJECT**

**WHEREAS**, the City of Guadalupe published a Notice Inviting Bids for the Highway 1 Lift Station Replacement Project and a Notice Inviting Proposals for inspection services on this project on January 6, 2023, in compliance with Guadalupe Municipal Code section 4.04.070; and,

**WHEREAS**, the City of Guadalupe received three bids for the construction of the Highway 1 Lift Station Replacement Project, which was opened on February 7, 2023, at 2:00 PM; and,

**WHEREAS**, the construction bids, ranged from \$1,432,650.00 to \$2,788,000.00, and the lowest bid, from WM Lyles, Co., in the amount of \$1,432,650.00, was found to be responsive and meet the City's needs; and

**WHEREAS**, Staff recommends awarding the construction contract to WM Lyles, Co.; and

**WHEREAS**, Staff solicited informal proposals to provide contract inspection services for this construction project and received three proposals for these services ranging from \$94,614.00 to \$160,710.00; and

**WHEREAS**, the lowest inspection proposal, from Wallace Group, was determined to meet the City's needs and the City has worked successfully with this inspector on previous sewer projects.

**WHEREAS**, Staff recommends awarding the inspection services contract to Wallace Group for a total of \$94,614.00.

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

**SECTION 1.** The Mayor to sign a construction contract with WM Lyles, Co. on behalf of the City in the amount of \$1,432,650.00, a copy of which is attached to the staff report for this item.

**SECTION 2.** The Mayor to sign an agreement with Wallace Group on behalf of the City in the amount of \$96,614.00 for contract inspection services, a copy of which is attached to the staff report for this item.

**SECTION 3.** The City Administrator is authorized to approve change orders to each of these contracts during construction up to 15% of the bid prices, if deemed necessary.

**SECTION 4.** 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 28<sup>th</sup> day of February 2023 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-12**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held February 28, 2023, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Todd Bodem, Deputy City Clerk

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

**APPROVED AS TO FORM:**

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



# BID OPENING REPORT

Bid Results - Highway 1 Lift Station Replacement Project -Construction

Bids were opened on February 7, 2023 at 2:00 p.m.

For Highway 1 Lift Station Replacement Project

Pre-Bid Estimate \$1,150,000

CONTRACTOR:

BID AMOUNT:

1. Raminha Construction, Inc. \$2,788,000.00

2. W.M. Lyles Co \$1,432,650.00

3. Specialty Construction Inc. \$1,710,000.00

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

Signed: [Signature]

Date: 2/7/23

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.



# BID OPENING REPORT

Bid Results - Highway 1 Lift Station Replacement Project Inspection Services

Proposals reviewed  
 Bids were opened on Feb. 15, 2023 at 15:30 p.m. a.m.  
 For Highway 1 Lift Station Replacement  
Inspection Services

Pre-Bid Estimate N/A

CONTRACTOR:

BID AMOUNT:

- |     |                                   |                     |
|-----|-----------------------------------|---------------------|
| 1.  | <u>Filippin Engineering, Inc.</u> | <u>\$160,710.00</u> |
| 2.  | <u>Cannon Corp.</u>               | <u>\$138,815.00</u> |
| 3.  | <u>Wallace Group</u>              | <u>\$94,614.00</u>  |
| 4.  |                                   |                     |
| 5.  |                                   |                     |
| 6.  |                                   |                     |
| 7.  |                                   |                     |
| 8.  |                                   |                     |
| 9.  |                                   |                     |
| 10. |                                   |                     |
| 11. |                                   |                     |
| 12. |                                   |                     |
| 13. |                                   |                     |
| 14. |                                   |                     |
| 15. |                                   |                     |

Signed: [Signature]  
 Date: 2/15/23

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

**AGREEMENT FOR CONTRACTOR SERVICES  
BETWEEN  
THE CITY OF GUADALUPE  
AND  
WM LYLES, CO.**

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this 28 day of February 2023, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and, WM Lyles, Co. a California corporation ("Contractor").

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

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

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

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

Section 4. Compensation and Method of Payment.

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

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

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

(c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

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

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

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

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

Section 7. Contractor's Books and Records.

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

years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

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

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

#### Section 8. Status of Contractor.

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

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

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

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

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

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

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

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

Section 14. Confidential Information; Release of Information.

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



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

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

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

#### Section 15. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to CITY.

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

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

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

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

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

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

(2) Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a

combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. Termination of Agreement.

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

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

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

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

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

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

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

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

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

To Contractor:           WM Lyles, Co.  
                                  P.O. Box 28130  
                                  Fresno, CA 93729

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

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

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

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

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

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



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

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

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

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

CITY:

CONTRACTOR:

CITY OF GUADALUPE

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

By:  \_\_\_\_\_  
Kevin R. Shigematsu

Title: Sr. Vice President \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip Sinco, City Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit A

The undersigned as Bidder declares that he/she has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda (List Addenda Received: 1, 2, 3,     ) therefore, read the Notice to Contractors, the Proposal Requirements, including the Caltrans Standard Specifications, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time stated herein, for the unit prices given below:

## BID SCHEDULE

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)
<b>BASE BID</b>						
1	Mobilization	1	LS	N/A	LS	27,000
2	Shoring	1	LS	N/A	LS	110,200
3	Temporary Bypassing	1	LS	N/A	LS	62,650
4	Traffic Control	1	LS	N/A	LS	139,380
5	Dewatering	1	LS	N/A	LS	124,750
6	Lift Station	1	LS	N/A	LS	457,700
7	Sitework	1	LS	N/A	LS	177,460
8	Force Main and Discharge Piping	1	LS	N/A	LS	30,220
9	Electrical and Controls	1	LS	N/A	LS	215,490
10	Gravity Sewer Improvements	1	LS	N/A	LS	139,940
11	Demolition	1	LS	N/A	LS	41,800
<b>Total Bid (Items 1 through 11)</b>						<b>1,432,650</b>

TOTAL BASE BID IN WORDS:

One Million Four Hundred Thirty Two Thousand Six Hundred and Fifty Dollars

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

The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the Engineer. The Total Mathematical Bid is the summation of all required bid items, excluding bid alternates. Bid items are calculated by multiplying the Engineer's Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written above, the Total Mathematical Bid shall govern.

The bidder to whom the contract is awarded agrees to enter into a contract with the City of Guadalupe, within **ten (10) days** after the date of Notice of Award, and to commence work within **ten (10) working days**, after the date of the Notice To Proceed, and to diligently prosecute the work to completion within the Time of Contract shown on the cover of the Project Manual.

The undersigned understands and agrees that the City of Guadalupe will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.



Kevin R. Shigematsu, Sr. Vice President of W. M. Lyles Co.

Signature

Title

February 06, 2023 Date

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

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 28 day of February 2023, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and Wallace Group a California corporation ("Consultant").

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

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

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

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

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit 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 (by subcategory), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed, and expenses incurred, are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed,

the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within 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 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, paper files, and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

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

years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

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

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

#### Section 8. Status of Consultant.

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

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

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

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

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

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

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

Section 13. Conflicts of Interest. Consultant 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 services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B, will be performing a very 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.

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Initials

- B. In accomplishing the scope of services 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) To the fullest extent permitted by law, 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.

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

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

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

(2) Primary/noncontributing: Coverage provided by 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 Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

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

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

To Consultant:              Wallace Group  
   612 Clarion Court  
   San Luis Obispo, CA 93401

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

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

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

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

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

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

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

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



shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

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

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

CITY:

Consultant:

CITY OF GUADALUPE

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

By:  \_\_\_\_\_

Title: Thomas Zehnder, PE 72702, Principal

APPROVED AS TO FORM:

By:  \_\_\_\_\_

\_\_\_\_\_  
Phillip Sinco, City Attorney

Title: Bradford Brechwald, PE 41819, Principal

Exhibit A

**Wallace Group Team Resource Estimate for the  
City of Guadalupe - Highway 1 Lift Station Replacement Project**

PHASE/TASK	TASK DESCRIPTION	CONSTRUCTION MANAGER			ASSISTANT RESIDENT ENGINEER			SENIOR CONSTRUCTION INSPECTOR (PREVAILING WAGE)			Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS	RATE	HRS	HRS	HRS	HRS	Cost	HRS	HRS				
1	Pre-Construction Phase	2	\$195	16	8	26	\$13					\$4,470	\$4,483	
2	Construction Phase	6		110	360	476	\$1,430					\$84,120	\$85,550	
3	Post-Construction Phase	2		24		26	\$13					\$4,350	\$4,363	
	<b>SUB-TOTALS</b>	10		150	368	528	\$1,456							
	<b>WALLACE GROUP LABOR COSTS</b>	\$1,950		\$24,750	\$66,240								\$92,940	
	<b>WALLACE GROUP DIRECT COSTS</b>												\$1,456	
	<b>SUBCONSULTANT DIRECT COSTS</b>													
	<b>DIRECT COSTS OVERHEAD @</b>											15%	\$218	
	<b>TOTAL</b>												\$94,614	

Task Budgets may fluctuate within Overall Budget



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of February 28, 2023**

*Hannah Sanchez*

**Prepared by:**  
Hannah Sanchez, Recreation Services Manager

*Todd Bodem*

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

**SUBJECT:** Recreation and Parks Dodgeball Tournament

**RECOMMENDATION:**

To review the Dodgeball Tournament content and price thereof to approve for commencement of the program.

**BACKGROUND:**

As the Recreation and Parks Department continues to expand its programming, the Recreation Services Manager is trying to identify programs that can include all ages. Co-ed programming can cause difficulties for teams as there are a required number of females and males that need to participate on a team in order to play and make competition fair. Dodgeball is a no contact sport and with the right equipment and division of ages can be played by everyone.

**DISCUSSION:**

The Dodgeball Tournament proposal is as follows:

- Dodgeball Tournament
  - Number of participants on roster
    - Minimum: 8
    - Maximum: 12
  - Participant Ages: 7+
  - Date: Saturday, March 25<sup>th</sup>
  - Location: City Hall Auditorium
  - Registration Fee per Team
    - See Attachment 1 for breakdown of price by division
  - Registration Timeline
    - Opens: March 1<sup>st</sup>
    - Deadline: March 22<sup>nd</sup>
  - Volunteer Referees

The proposed registration fees were created based on the following costs: administrative time, staff time, and game supplies. The fee is set per team. To encourage youth to play, Divisions I – III (Ages 7-14) were calculated to be lower than that of high school and older divisions.

A minimum of four (4) teams per division would be needed to run the tournament. However, if some divisions have more sign ups than others, if necessary, some divisions can be combined or canceled depending on participation in that specific division at the discretion of the Recreation Services Manager. A roster would require at least eight (8) individuals and no more than 12. A team manager would need to be established to start a team. It would be the team manager's responsibility to complete the team entry/roster form. The team manager would be responsible for collecting the registration fee and participation waivers from all members on the roster and submit them to the Recreation Services Manager.

Individuals that would like to participate that do not have a team would submit a free agent sign-up form to the Recreation Services Manager. After receiving the form, the Recreation Services Manager would then add the individual to an existing team and give the manager of that team the individual's contact information.

**FISCAL IMPACT:**

The registration fees are structured to cover all costs associated with the program.

**ATTACHMENTS:**

1. Dodgeball Tournament Cost Breakdown

	Location	Date		
	Auditorium	03.25.2023		
<b>Expenses</b>				
	<b>per item</b>	<b># of items</b>	<b>total</b>	
<b>Whistles (6 pack)</b>	\$ 20.00	1	\$ 20.00	
<b>Dodgeballs</b>	\$ 55.00	2	\$ 110.00	
<b>Trophies</b>	\$ 9.99	10	\$ 110.00	
<b>Staff</b>				
	<b>hrs</b>	<b>rate</b>	<b>total</b>	
<b>Rec Services Manager</b>	20	\$ 44.50	\$ 890.00	
<b>Coordinator</b>	5	\$ 25.52	\$ 127.60	
<b>Building Attendant</b>	4	\$ 17.00	\$ 68.00	
<b>Gym Clean Up</b>	2	\$ 29.81	\$ 59.62	
		<b>total expenses</b>	<b>\$ 1,385.22</b>	
<b>Divisions by Age</b>		<b>Needed # of teams</b>	<b>Cost per team</b>	<b>Total</b>
Division I	Ages 7-8	4	\$58	\$232
Division II	Ages 9-11	4	\$58	\$232
Division III	Ages 12-14	4	\$58	\$232
High School Division	Grades 9 - 12	4	\$78	\$312
Adult Division	18+	4	\$96	\$384
				\$1,392

GUADALUPE POLICE DEPARTMENT  
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY  
MONTH OF JANUARY 2023

**PART I: CRIMES**

TYPE OF CRIMES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
187 PC HOMICIDE	0	0	0	0	0	0	0	0
261 PC RAPE	0	0	0	0	0	0	0	0
211 PC ROBEBRRY	0	0	0	0	0	0	0	0
242/245 PC ASSAULT	3	3	3	3	3	3	3	3
459 PC BURGLARY	4	1	0	0	4	1	0	0
484/487 PC THEFT	4	0	6	1	4	0	6	1
10851 VC VEH THEFT	3	0	0	0	3	0	0	0
451 PC ARSON	0	0	0	0	0	0	0	0
TOTAL	<b>14</b>	<b>4</b>	<b>9</b>	<b>4</b>	<b>14</b>	<b>4</b>	<b>9</b>	<b>4</b>

**PART II: REPORTED CRIMES**

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	56	54	56	54
TOTAL REQUEST FOR SERVICE	184	197	184	197
TOTAL ACTIVITY FOR THE MONTH	240	251	240	251
DOMESTIC VIOLENCE REPORTS	2	3	2	3
TOTAL PROPERTY STOLEN	\$3,780.00	\$4,318.00	\$3,780.00	\$4,318.00
TOTAL PROPERTY RECOVERED	\$0.00	\$0.00	\$0.00	\$0.00

**PART III: ARREST SUMMARY**

OFFENCES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUNENILES
FELONY	5	0	1	0	5	0	1	0
MISDEMINOR	6	0	8	0	6	0	8	0
TOTAL	<b>11</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>9</b>	<b>0</b>
23152(a&b) VC ARREST	1		2		1		2	
WARRANT ARREST	0		0		0		0	

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

GUADALUPE POLICE DEPARTMENT  
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY  
MONTH OF JANUARY 2023

PART IV: NARCOTIC ACTIVITY

TYPE OF NARCOTICS	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
HEROIN	0	0	0	0	0	0	0	0
COCAINE	0	0	0	0	0	0	0	0
METHAMPHETAMINE	0	0	0	0	0	0	0	0
MARIJUANA	0	0	0	0	0	0	0	0
PARAPHERNALIA	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

PART V: SPECIAL DATA

	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
OFFICER ASSULTED	0	0	0	0
INJURY ON DUTY	0	0	0	0

ADDITIONAL INFORMATION:

STAFFING:	1 POLICE CHIEF	FILLED
	1 POLICE LIEUTENANT	FILLED
	2 POLICE SERGEANTS	1 UNFILLED POSITION
	2 AIRPORT POLICE OFFICER	FILLED
	10 POLICE OFFICERS	4 UNFILLED POSITIONS
	3 OFFICE STAFF PERSONNEL	2 FULL TIME FILLED/1 TEMPORARY POSITION FILLED
	5 RESERVE POLICE OFFICERS	5 UNFILLED POSITIONS
	1 COMMUNITY SERVICE TECHNICIAN	FULL TIME POSITION UNFILLED
	1 EVIDENCE TECHNIAN	1 UNFILLED POSITION
	2 POLICE VOLUNTEERS	2 UNFILLED

COMMENTS:

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# GUADALUPE FIRE DEPARTMENT



**TO:** PUBLIC SAFETY DIRECTOR, MICHAEL CASH  
**FROM:** CAPTAIN PATRICK SCHMITZ  
**SUBJECT:** MONTHLY SUMMARY OF CODE ENFORCEMENT CASES  
 January 1, 2023 – January 31, 2023

**DATE:** 02/01/2023

**CALLS FOR SERVICE**

**January 2023**

INCIDENT TYPE	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Medical	38	38	231	244
Structure Fire	0	1	2	0
Cooking Fire	0	0	0	4
Trash or Rubbish Fire	1	1	7	6
Vehicle Fire	0	0	2	4
Grass/Vegetation Fire	0	0	1	1
Other Fire	2	0	3	1
Motor Vehicle Accidents with Injuries	0	1	9	15
Motor Vehicle Accidents No Injuries	0	0	10	13
Motor Vehicle/Pedestrian Accident	0	0	4	0
Hazardous Materials Spill/Release	0	0	3	3
Hazardous Condition Other	3	4	11	7
Water Problem/Leak	1	1	4	3
Animal Problem	0	0	1	1
Search / Rescue	3	0	3	0
Public Assistance	0	5	13	22
Police Matter/Assistance	0	2	4	7
Illegal Burn	0	0	0	0
Smoke/CO Detector Activation	3	3	16	3
Dispatch and Canceled En-route	2	0	16	23
False Alarm	1	1	8	11
<b>TOTAL</b>	<b>54</b>	<b>57</b>	<b>348</b>	<b>368</b>

**Additional Information**

**STAFFING:** 1 Public Safety Director (Police/Fire Chief)  
 3 Fire Captains  
 3 Fire Engineers  
 0 Paid Call Firefighters 6 Position Vacant





# GUADALUPE FIRE DEPARTMENT



## Special Assignments / Coverage:

- Food Distribution (01/07)
- Peer Support (864 Guadalupe St) (01/12)
- Fire Drill (Mary Buren) (01/18)

## CODE COMPLIANCE CASES

January 2023

INCIDENT TYPE	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Business License (GMC 5.04.110)	0	0	0	2
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A, E))	0	0	-	-
Fowl, Livestock, and Wild Animals (GMC 6.04.210)	0	1	2	-
Residential Solid Waste Collection (GMC 8.08.070)	0	0	-	-
Litter Accumulation (GMC 8.12.020)	0	0	2	0
Burning Garbage Prohibited (GMC 8.12.150)	0	0	-	-
Abatement of Weeds and Rubbish (GMC 8.16.010)	1	0	12	0
Discharge of Illegal Fireworks (GMC 8.24.020)	0	0	-	-
Unlawful Property Nuisance (GMC 8.50.070)	0	0	-	-
Graffiti Abatement (GMC 9.07.060)	0	0	-	-
Parking of Large Vehicles / Trailers (GMC 10.24.190)	0	0	-	-
Abandoned Vehicles (GMC 10.36.010)	0	0	1	0
Portable/fixed basketball goals (GMC 10.48.050)	0	0	-	-
Address Number (GMC 15.08.020 (505.1))	0	0	10	0
Illegal Garage Conversion	0	0	-	-
Wall, Fence, or Hedge Requirements (GMC 18.52.121)	0	0	-	-
Damage Fence (GMC 18.52.125)	0	0	-	-
Trailers / Mobile Homes as Living Space (GMC 18.56.030)	0	0	-	-
Parking on Front Yard Setback (GMC 18.60.040)	0	7	13	-
Landscape Maintenance Required (GMC 18.64.120)	0	0	-	-
Working Without Permits (GMC 15.04.020)	1	0	2	0
Complaints (No Violation Found)	0	0	6	5
Apartment Inspections	0	1	3	0
Yearly Business Inspections	1	2	47	22
Other	1	1	10	11
<b>TOTAL</b>	<b>4</b>	<b>12</b>	<b>108</b>	<b>40</b>
Complaints Received	0	0	7	9

Miscellaneous	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Visitors	44	40	196	172
Public Relations	3	3	43	27
School Visits	0	0	4	1



# GUADALUPE CODE COMPLIANCE

**TO:** PUBLIC SAFETY DIRECTOR, MICHAEL CASH  
**FROM:** CODE COMPLIANCE OFFICER, JOSUE MERAZ  
**SUBJECT:** MONTHLY SUMMARY OF CODE ENFORCEMENT CASES  
 JANUARY 1, 2023 – JANUARY 31, 2023

**DATE:** 2/01/2023

## CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)
Prohibition of illicit discharge (GMC 13.24.050)	0	0	0
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	2	0	2
Fowl, Livestock and Wild Animals (GMC 6.04.210)	0	0	0
Litter Accumulation (GMC 8.12.020)	1	0	1
Abatement of Weeds and Rubbish (GMC 8.16.010)	2	0	2
Burning Garbage Prohibited (GMC 8.12.150)	0	0	0
Unlawful Property Nuisance (GMC 8.50.070)	0	0	0
Graffiti Abatement (GMC 9.07.060)	0	0	0
Abandoned Vehicles/ Vehicle Covers (GMC 10.36.010)	0	0	0
Portable/fixed basketball goals (GMC 10.48.050)	0	0	0
Parking of large vehicles/trailers (GMC 10.24.190)	1	0	1
Wall,Fence,or Hedge Requirements (GMC 18.52.121)	0	0	0
Working Without Permits (GMC15.04.020)	0	0	0
Address Number (GMC 15.08.020 (505.1))	0	0	0
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	0
Damage Fence (GMC 18.52.125)	0	0	0
Parking on Front Yard Setback (GMC 18.60.035)	2	0	2
Trailers/Mobile homes as living space (GMC 18.56.030)	1	0	1
Residential Solid Waste Collection (GMC 8.08.070)	0	0	0
Landscape Maintenance Required (GMC 18.64.120)	0	0	0
Discharge of illegal fireworks (GMC 8.24.020)	0	0	0
72hr Parking	2	0	2
Code 60 Citations	0	0	0
<b>TOTAL</b>	<b>11</b>	<b>0</b>	<b>11</b>
<b>Complaints Received</b>	<b>5</b>	<b>0</b>	<b>5</b>

Miscellaneous	This Month	Last Month	Year to Date (2020-2021)
Visitors	0	0	0
Public Relations (Food distribution, Covid Vaccination)	1	0	1
School Visits ()	0	0	0



## HUMAN RESOURCES MONTHLY REPORT

January 2023

### RECRUITMENT

#### Finance

**Finance Clerk (Part time) - Interviews for additional candidates occurred in January after candidate that was provided conditional job offer rescinded candidacy after offer was made. Position is projected to be filled by mid-late February.**

**Finance Director – Offer and acceptance for position occurred in January for start date officially on January 24. Interim Finance Director is scheduled to work last day in Early March.**

#### Emergency Preparedness Coordinator

**Second scheduled interview with Panel was scheduled to occur in late January. Candidate withdrew from being considered after not responding to emails and calls to confirm interview. Public Safety Director wished to then interview an internal candidate who showed interest with applying over summer 2022 after assisting successfully in the EOC operations during the major rainstorms and flooding on January 9 & 10, 2023. Public Safety Director has also received a positive referral from the Santa Barbara Emergency Manager who also spoke with Internal Candidate to proceed with filling when position becomes available.**

**Funding for this position will be discussed when the mid-year review occurs.**

#### Police

**One candidate completed all conditional pre-employment offers and is scheduled to start sometime in late February. A second candidate is scheduled to complete POST recertification class in Orange County in early February, and is being considered for our second Police Officer opening that is scheduled to be open in Late February as well.**

### Public Works

The Public Works Intern position interviewed one candidate mid-January. Our Public Works Manager requested to reopen the Engineering Technician position previously approved by council for candidates after it was determined that the candidate for the intern met the minimum requirements for the Engineering Technician. Interviews are scheduled to wrap up by the end of January for filling the Engineering Technician position by late February / early March.

### Recreation/Facilities

Third round of candidates were interviewed in December. Recreation and Parks Manager selected one candidate for providing conditional offer for employment who was turned down after providing a counteroffer. Position was then offered conditionally to the next top ranking, highly qualified candidate who accepted. Role is scheduled to be filled by early March.

Building Attendant position has been much slower in anticipation with receiving a small amount of applicants since being reposted in December. A few candidates are scheduled to be interviewed in January, with a proposal to City Council in February to combine temporary duties of Multimedia Assistant with Building attendant for guaranteed hours with an on-call position.

### WORKERS' COMPENSATION

One employee remains out on temporary disability with a hip injury. A qualified medical evaluation (QME) is scheduled in January to determine temporary total disability. Periodic follow-up appointments are scheduled with Akeso, City's local health clinic. Workers' compensation approved physical therapy, too.

One claim ended the delay period with determination after appointment for a QME on 10/26/22 and follow-up questions were answered by the appropriate people. It was determined in January that 4850 benefits would be back-awarded to the middle of June 2022.

**COVID**

- No employees reported testing positive for the month of January. The City is still following the protocols and procedures from Santa Barbara County Public Health Department.
- At the end of January, Santa Barbara case rate per 100,000 is at 9 cases. In San Luis Obispo County case rate per 100,000 is at 8.
- Face masks are always recommended in indoor public transportation settings and may be required in other places by local and state authorities. People may choose to wear a face mask at any time.
- Guidelines for the required use of face masks elsewhere is now based on COVID-19 CDC Community Levels and will help determine masking guidance and other precautionary measures to consider when Santa Barba or San Luis Obispo Counties are at low, medium, or high levels.



Recreation and Parks  
 918 Obispo Street  
 P.O. Box 908  
 Guadalupe, CA 93434  
 Ph: 805.356.3906  
 Fax: 805.343.5512

Email: [hsanchez@ci.guadalupe.ca.us](mailto:hsanchez@ci.guadalupe.ca.us)

**RECREATION AND PARKS MONTHLY REPORT**  
**For January 2023**

**Summary of Rentals/Usage for City Facilities & Parks**

<b>FACILITY</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>THIS YEAR- TO-DATE (FY 22/23)</b>	<b>LAST YEAR- TO-DATE (FY 21/22)</b>
Auditorium/Gym	22	0	129	48
O'Connell Park	0	1	55	24
LeRoy Park	0	0	35	1
Senior Center	26	6	154	38
Veterans Memorial Plaza	0	0	5	8
Council Chambers	7	6	43	35
Central Park	0	0	0	0
Veterans Hall	2	1	18	2

**Facility Usage**

Please see the attachments at the end of the report for all scheduled uses of facilities and parks for the month of February and March.

**Auditorium**

Awaiting scheduling for the deep clean and rebuffing of the auditorium floor. This will most likely occur in the month of March.

**LeRoy Park**

- Boys and Girls Club: Holding a ribbon cutting ceremony for the opening of the Ron Estabillo Clubhouse on February 24<sup>th</sup> from 5:30pm – 7:30pm.

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*February Events*

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The poster features a pink background with a floral border of roses. At the top left is the logo for Guadalupe Recreation and Parks. The title 'Daddy & Daughter Dance' is written in a red cursive font. Below the title, text invites fathers and father figures to escort a special girl. The event details include the date (Saturday, February 18th), location (City Hall Auditorium, 918 Obispo Street), and time (6:30pm - 8:30pm). A list of activities includes appetizers, dance lessons, photobooth, roses, and dessert. A silhouette of a man and a girl dancing is shown at the bottom left. A gold circular graphic on the right contains the text 'COST PER DUO \$10'. At the bottom, the RSVP deadline is Monday, February 13th, and a note states that a minimum of 10 couples is required to hold the event.

**GUADALUPE RECREATION AND PARKS PRESENTS**

*Daddy & Daughter Dance*

Fathers, step fathers, grandfathers, and father figures are invited to escort a special girl in their life to this enchanting evening. Formal attire recommended. RSVP by emailing [hsanchez@ci.guadalupe.ca.us](mailto:hsanchez@ci.guadalupe.ca.us) .

**DATE: SATURDAY, FEBRUARY 18TH**  
**LOCATION: CITY HALL AUDITORIUM**  
**918 OBISPO STREET**  
**TIME: 6:30PM - 8:30PM**

**Appetizers ✨ Dance Lessons ✨ Photobooth**  
**✨ Roses ✨ Dessert ✨**

**COST PER DUO \$10**

**RSVP Deadline: Monday, February 13th**  
Minimum of 10 couples required to hold event.

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## Upcoming Programs & Events

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### **Drop-in Sports for ages 16+**

Free Drop-in volleyball and basketball for ages 16+ are currently taking place. **Drop-in volleyball** is being held on Wednesdays from 6:45pm – 8:45pm in the City Hall Auditorium. **Drop-in Basketball** is being held on Thursdays from 6:45pm – 8:45pm. The location/day of drop-in basketball varies depending on the availability of the auditorium. Participants ages 16 & 17 must provide a permission slip/liability waiver signed by a parent/legal guardian in order to participate. This form can be found on the Recreation Page of the city website. Go to <https://ci.guadalupe.ca.us/recreation/>

### **Viva el Arte**

Due to weather conditions, the performance held on Saturday, January 14<sup>th</sup> was rescheduled for Sunday, February 26<sup>th</sup>.



#### **Mariachi Garibaldi de Jaime Cuéllar**

Delighting audiences throughout Mexico and the U.S. for the past 26 years (and featured on Camila Cabello's new song, La Buena Vida)

Friday, Jan 13th | 7PM | Isla Vista Elementary  
Saturday, Jan 14th | 7PM | Guadalupe City Hall  
Sunday, Jan 15th | 7PM | Marjorie Luke Theatre



#### **Grandeza Mexicana**

L.A.'s premier folk ballet company, preserving the traditions and customs of Mexico's historic past and promising present.

Friday, March 17th | 7PM | Isla Vista Elementary  
Saturday, March 18th | 7PM | Guadalupe City Hall  
Sunday, March 19th | 7PM | Marjorie Luke Theatre.

#### **Tres Souls**

Los Angeles-based modern Trío Romántico reviving the nostalgic boleros of the 1940s-1960s.

Friday, April 14th | 7PM | Isla Vista Elementary  
Saturday, April 15th | 7PM | Guadalupe City Hall  
Sunday, April 16th | 7PM | Marjorie Luke Theatre



#### **Las Cafeteras**

Chicanx band from East Los Angeles known for blending son jarocho and spoken word.

Friday, May 19th | 7PM | Isla Vista Elementary  
Saturday, May 20th | 7PM | Guadalupe City Hall  
Sunday, May 21st | 7PM | Marjorie Luke Theatre

100 SANTA BARBARA  
**ARTS & LECTURES**



Isla Vista School



## **Dodgeball Tournament**



## **Guadalupe Art Exhibition**

Entry forms and rules for the upcoming art exhibition can be found on the Recreation page on the city website. Ages 6+ are encourage to participate in one of the many available categories. Further questions can be sent to the Recreation Services Manager.

All entries must be in some way related to Guadalupe. The artist should provide a short 15-word minimum blurb explaining their exhibit's correlation with the city of Guadalupe. 3. All entry forms must be turned in by Monday, April 3, 2023, before 4:30pm. Entry Forms may be sent via email ([hsanchez@ci.guadalupe.ca.us](mailto:hsanchez@ci.guadalupe.ca.us)) or hard copy at the Recreation Office. Office hours are Monday through Friday from 9:00 AM to 4:30PM.

## **2<sup>nd</sup> Annual Rec & Parks Cinco de Mayo Celebration**

Plans are currently be drafted for the 2<sup>nd</sup> Annual Cinco de Mayo Celebration. Any vendors, musicians, or food trucks are welcome to reach out to the Recreation Services Manager to coordinate collaborations. The event is tentatively set to be held on Saturday, May 6<sup>th</sup> at LeRoy Park.

Respectfully,

**Hannah Sanchez**  
**Recreation Services Manager**

**January 30, 2023**

Monday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

**January 31, 2023**

Tuesday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

3:30 PM - 5:00 PM                      **McKenzie Basketball Practice -- Auditorium**

5:00 PM - 6:30 PM                      **McKenzie Basketball Practice -- Auditorium**

**February 1, 2023**

Wednesday

9:00 AM - 11:00 AM                      **Public Works**

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

6:30 PM - 8:30 PM                      **Narcotics Anonymous -- Senior Center**

6:45 PM - 8:45 PM                      **Drop In Volleyball -- Auditorium**

**February 2, 2023**

Thursday

8:30 AM - 1:00 PM                      **Public Works**

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

6:45 PM - 8:45 PM                      **Drop In Basketball -- Auditorium**

**February 3, 2023**

Friday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

**February 6, 2023**

Monday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

**February 7, 2023**

Tuesday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

4:00 PM - 8:00 PM                      McKenzie Basketball Games -- Auditorium

6:00 PM - 8:00 PM                      Recreation and Parks Commission Meeting -- Chambers

**February 8, 2023**

Wednesday

All Day                                      Todd

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

6:30 PM - 8:30 PM                      Narcotics Anonymous -- Senior Center

6:45 PM - 8:45 PM                      Drop In Volleyball -- Auditorium

**February 9, 2023**

Thursday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

6:45 PM - 8:45 PM                      Drop In Basketball -- Auditorium

**February 10, 2023**

Friday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

11:00 AM - 12:00 PM                      HR Meeting

**February 11, 2023**

Saturday

9:00 AM - 12:00 PM VVA Monthly Meeting -- Vet's Hall

3:00 PM - 11:00 PM Rental -- Auditorium

**February 13, 2023**

Monday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

**February 14, 2023**

Tuesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

4:00 PM - 8:00 PM McKenzie Basketball Games -- Auditorium

6:00 PM - 9:00 PM City Council Meeting -- chambers

**February 15, 2023**

Wednesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

6:30 PM - 8:30 PM Narcotics Anonymous -- Senior Center

**February 16, 2023**

Thursday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

**February 17, 2023**

Friday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

**February 18, 2023**

Saturday

6:30 PM - 8:30 PM

Daddy & Daughter Dance -- Auditorium

**February 20, 2023**

Monday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

**February 21, 2023**

Tuesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

**February 22, 2023**

Wednesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

6:45 PM - 8:45 PM

Drop In Volleyball -- Auditorium

**February 23, 2023**

Thursday

8:00 AM - 12:00 PM

Public Works Training

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:00 PM - 5:00 PM

Broadmeeting

4:00 PM - 8:00 PM

McKenzie Basketball Games -- Auditorium

**February 24, 2023**

Friday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

5:00 PM - 7:00 PM

Drop In Basketball -- Auditorium

**February 25, 2023**

Saturday

3:00 PM - 11:00 PM

Rental -- Auditorium

**February 26, 2023**

Sunday

7:00 PM - 10:00 PM

Viva el Arte: Mariachi Garibaldi de Jaime Cuellar

**February 27, 2023**

Monday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

**February 28, 2023**

Tuesday

All Day

City Council Meeting -- Chambers

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:30 PM - 6:30 PM

McKenzie Basketball Practice

**March 1, 2023**

Wednesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Volleyball -- Auditorium

**March 2, 2023**

Thursday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

4:00 PM - 8:00 PM

McKenzie Basketball Games -- Auditorium

**March 3, 2023**

Friday

**11:00 AM - 1:00 PM**

**Senior Meal Program -- Senior Center**

**6:45 PM - 8:45 PM**

**Drop In Basketball -- Auditorium**

**February 26, 2023**

Sunday

7:00 PM - 10:00 PM

Viva el Arte: Mariachi Garibaldi de Jaime Cuellar

**February 27, 2023**

Monday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

**February 28, 2023**

Tuesday

All Day

City Council Meeting -- Chambers

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:30 PM - 6:30 PM

McKenzie Basketball Practice

**March 1, 2023**

Wednesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Volleyball -- Auditorium

**March 2, 2023**

Thursday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

4:00 PM - 8:00 PM

McKenzie Basketball Games -- Auditorium

**March 3, 2023**

Friday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center



**March 3, 2023 Continued**  
Friday

6:45 PM - 8:45 PM                      Drop In Basketball -- Auditorium

**March 6, 2023**  
Monday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

**March 7, 2023**  
Tuesday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

3:30 PM - 6:00 PM                      McKenzie Basketball Practice -- Auditorium

6:00 PM - 8:00 PM                      Recreation and Parks Commission Meeting -- Chambers

**March 8, 2023**  
Wednesday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

3:30 PM - 6:00 PM                      McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM                      Drop In Volleyball -- Auditorium

**March 9, 2023**  
Thursday

11:00 AM - 1:00 PM                      Senior Meal Program -- Senior Center

3:30 PM - 6:00 PM                      McKenzie Basketball Practice -- Auditorium

4:00 PM - 8:00 PM                      McKenzie Basketball Games -- Auditorium

**March 10, 2023**

Friday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

6:45 PM - 8:45 PM                      **Drop In Basketball -- Auditorium**

**March 11, 2023**

Saturday

9:00 AM - 12:00 PM                      **VVA Monthly Meeting -- Vet's Hall**

**March 13, 2023**

Monday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

**March 14, 2023**

Tuesday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

3:30 PM - 6:00 PM                      **McKenzie Basketball Practice -- Auditorium**

**March 15, 2023**

Wednesday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

3:30 PM - 6:00 PM                      **McKenzie Basketball Practice -- Auditorium**

6:45 PM - 8:45 PM                      **Drop In Volleyball -- Auditorium**

**March 16, 2023**

Thursday

11:00 AM - 1:00 PM                      **Senior Meal Program -- Senior Center**

3:30 PM - 6:00 PM                      **McKenzie Basketball Practice -- Auditorium**

## **March 16, 2023 Continued**

Thursday

4:00 PM - 8:00 PM

McKenzie Basketball Games -- Auditorium

## **March 17, 2023**

Friday

9:30 AM - 12:30 PM

Guadalupe Historical Society Treasure Sale

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

6:45 PM - 8:45 PM

Drop In Basketball -- Auditorium

## **March 18, 2023**

Saturday

9:30 AM - 2:30 PM

Treasure Sale -- vet's hall

12:00 PM - 10:00 PM

Viva el Arte -- Auditorium

## **March 20, 2023**

Monday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

## **March 21, 2023**

Tuesday

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

## **March 22, 2023**

Wednesday

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Volleyball -- Auditorium

**March 23, 2023**

Thursday

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Basketball -- Auditorium

**March 28, 2023**

Tuesday

All Day

City Council Meeting -- Chambers

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

**March 29, 2023**

Wednesday

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Volleyball -- Auditorium

**March 30, 2023**

Thursday

3:30 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:45 PM - 8:45 PM

Drop In Basketball -- Auditorium



## CITY ADMINISTRATOR'S REPORT

February 28, 2023

*(Information below may be subject to change)*

### 1. Chevron Property Tour

The City Administrator spoke to Jeff Moore from Chevron recently. They are pleased to provide a **\$90,000** traffic safety grant for the city's 2022-2023 fiscal year budget.

Jeff said he can probably get a check cut for distribution in March if we get the letter request out soon.

Chevron will also host for us and other members of city government a tour of their Guadalupe Restoration Project site on Wednesday, March 15, at 1 p.m. *(hard date, can't change)*. He intends to send the city council, staff, and dunes center folks invite soon.

### 2. Royal Theater Background Progress

Aside from the renovation of the Royal Theater, and associated grant received for a combined \$10M, there are several other agreements, appraisals and document clean up needed. City staff is working on this with legal consultants. It's complicated but staff will get it done.

### 3. Viva el Arte de Santa Barbara

For those seeing this report, on **February 26, 2023, at 7 p.m.** you are welcome to attend a free event with music from Mariachi Garibaldi De Jaime Cuellar. Council Member Hernandez is currently working with Viva el Arte to bring free music to the community. Viva offered a fun opportunity for our students too.

Mariachi Garibaldi will be doing a special mini assembly on **Monday, February 27, 2023** for Mary Buren Elementary School.

Assemblies will be at: (2nd-4th grade) 9:00-9:40am & (Tk-1st) 10:15-10:55am.

This Sunday, the 26th, is the general Concert, open to all residents and community members.

### **Attachment 1. Flyer!**

### 4. Central Park Renaming

The Recreation and Parks Commission is considering a name change to Central Park at their next meeting.

**5. City Administrator Communication with Community Business**

The City Administrator has taken the liberty continue to carve out part of his day, each day, to connect with the local businesses. Along with these trips, he is surveying the community for possible degrading areas and reporting it appropriately.

**6. Team Building**

The managers are planning a team building exercise on March 16, for a 6-hour session, talking about the 'hard' questions.... more to come.

Topics (not in order):

- Communication skills
- Emotional intelligence
- Leadership and management skills
- Embracing a change
- Hard Conversations Training

**7. RFP IT Services**

A subcommittee of the Guadalupe Team is meeting to develop an RFP for IT services. Staff feels current cost of ITECH Solutions needs to be evaluated.

**8. SMVRR – Pasadera Development**

The City Administrator wants to keep Council 'in the loop' regarding how the permitting is moving along with SMVRR (bridge crossings) and Pasadera. As mentioned, some time back, they are requesting that the developer pay to replace the rails and ties for a 1000' near the bridges. By their estimates this will run somewhere near \$1M. Pasadera, along with city staff, has plans to respond to this request.

**9. Guadalupe Social Club Grand Opening**

The Guadalupe Social Club just opened, and they will be having a grand opening event on

Sunday, February 26th from 1-4. Here is the write up they did about the event.

Come join us for our Grand Opening at Guadalupe Social Club on February 26th from 1 - 4!!!  
Located at 945 Guadalupe Street.

One free drink ticket (and the wine and beer are amazing!!).

Limited menu (think Tapas - small bites) to start. Will be expanding!

Very family friendly! The backyard area is equipped with a lot of space and games!

There will be a photo booth, live music, and the locally owned Lobo Butcher is doing sliders!

Come check out the hottest place in Guadalupe and would love to see some support for this woman owned business! Great place to chill and enjoy a glass of wine from locally sourced grapes from SLO and SB county.

# *¡Viva el Arte de Santa Bárbara!*

MÚSICA, DANZA, Y MUCHO MÁS



## MARIACHI GARIBALDI DE JAIME CUÉLLAR

¡Entrada Gratuita! / Free

**DOMINGO, 26 DE FEBRERO / SUNDAY, FEBRUARY 26th**  
**7 PM | GUADALUPE CITY HALL | 918 OBISPO STREET**

Las puertas se abrirán a las 6:30 pm. Habrá recepción después del espectáculo.  
Doors open 6:30 pm. Reception follows the performance.

  /vivaelarteshb



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

*Shannon Sweeney*

*Todd Bodem*

**Prepared by:**  
**Shannon Sweeney**  
**Public Works Director/City Engineer**

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

**SUBJECT:** Measure A Local Program of Projects

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2023-13 which approves the 2023/24 through 2027-28 Measure A Local Program of Projects for the City of Guadalupe.

**DISCUSSION:**

**Measure A Overview**

Voter passage in November 2008 of the Road Repair, Traffic Relief and Transportation Safety Measure (Measure A), will provide approximately \$1.0 billion for transportation needs over 30 years within Santa Barbara County, from 2010-2040. The City of Guadalupe, and all other cities in the County, must submit an annual Measure A Local Program of Projects (POP) to the SBCAG Board to detail how the Measure A funds will be spent in Guadalupe.

In adopting the POP, the City Council “certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort [MOE] requirements contained in Section 27 of the [Measure A] Ordinance ... ” The City met its MOE requirements over the last five-year window and will meet its MOE requirements of about \$300,000 over the next five-year window.

**Measure A Revenues**

Gas Tax, SB1, development impact fees, and Measure A fund balances will be used to pay for the City’s Street Paving Plan going forward. That plan calls for the City to spend about \$400,000 annually in street paving. For 2023, the street program will include rehabilitation of various streets anticipated to be.

**Alternative Transportation**

Measure A also requires the City to spend at least 5% of Measure A money on “Alternative Transportation Expenditures” – bicycle, pedestrian, and transit projects. The City has had no difficulty in meeting this requirement in the past and will likely spend 6.0% of Measure A money during the five-year window on bike and pedestrian projects, including sidewalk maintenance and upgrade work done by our Street crew and required ADA sidewalk work made during street paving projects.



**ATTACHMENTS:**

1. Resolution No. 2023-13
2. Measure A POP Spreadsheet

**RESOLUTION NO. 2023-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING THE MEASURE A FIVE-YEAR LOCAL PROGRAM OF PROJECTS FOR FISCAL YEARS 2023-24 THROUGH 2027-28**

**WHEREAS**, on November 4, 2008, the voters of Santa Barbara County approved the Santa Barbara Transportation Improvement Program Ordinance and Expenditure Plan known as Measure A; and

**WHEREAS**, the Ordinance provides that the Santa Barbara County Local Transportation Authority shall annually approve a program of projects submitted by local jurisdictions identifying those transportation projects eligible to use Measure A funds during the succeeding five-year period; and,

**WHEREAS**, the City of Guadalupe was provided with an estimate of annual Measure A local revenues for fiscal years 2023-24 through 2027-28; and,

**WHEREAS**, the City of Guadalupe has held a public hearing in accordance with Section 18 of the Ordinance;

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

**SECTION 1.** The attached Five-Year Program of Project to be funded in part with Measure A revenues is hereby approved; and,

**SECTION 2.** The City of Guadalupe hereby certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort requirements contained in Section 27 of the Ordinance; and,

**SECTION 3.** The City of Guadalupe will not use Measure A revenue to replace private developer funding that has been committed to a transportation project or would otherwise be required under current City policies; and,

**SECTION 3.** The City of Guadalupe has complied with all other applicable provisions.

**SECTION 4.** 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 28<sup>th</sup> day of February 2023 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-13**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held February 28, 2023, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Todd Bodem, Deputy City Clerk

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

**APPROVED AS TO FORM:**

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





**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE**  
**Agenda of February 28, 2023**

*Robert Perrault*  
*Janice Davis*

*Todd Bodem*

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**Prepared by:**  
**Robert Perrault, Interim Finance Director**  
**Janice Davis, Finance Director**

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

**SUBJECT:** Mid-Year Review of Council-Adopted Goals and FY 2022-23 Budget

**RECOMMENDATION:**

It is recommended the Council review the information presented in the Mid-Year FY22-23 Review of Goals and Budget and provide direction to staff to proceed with budget adjustments to the various fund budgets as recommended.

**BACKGROUND:**

In June of last year, the Council adopted the City's Goal Statement and Budget for FY 22-23. The purpose of the Goal Statement was to identify Council ranked priorities to be followed during the implementation of the FY 22-23 Budget. The Budget is essentially the City's operational and fiscal plan for the City. The Budget is primarily and foremost a planning document based on the City's best assumptions regarding revenues and expenditures needed to carry out City programs and operations. As such, both the Goal Statement and Budget should be reviewed at the Mid- Year point. This review affords the Council the opportunity to make mid-course adjustments and provide direction. In developing this mid-year review goal progress as well as revenue/ expenditure activity is analyzed through January 30, 2023, which represents 7 months or 58% of the budget year.

**Goal Statement Progress:**

Contained in Attachment #1 is the Goal Statement as adopted by the Council. The discussion below is a summary of progress made in achieving the goals outlined in the approved document. The progress noted was based on input received from staff and observations of City operations. In early January of 2023, the City experienced a series of winter storms, and a Declaration of a State of Emergency was declared which is still in existence today. The ongoing impact of the storm event has delayed the City in achieving progress in some areas:

**1. Develop and maintain a balanced budget for FY 22-23 Budget providing priority municipal services and securing the City's financial future with adequate reserve funds.**

- Based on the mid- year review of revenues and expenditures staff can relate the City's General Fund and Enterprise Fund budgets remain balanced
- As of January 31, 2023, the **General Fund Unrestricted Reserve was at \$764,505**. The Council adopted policy requires a reserve of 15% of the operational budget. For FY 22-23 this goal is \$1,039,664. While the current reserve falls short of this goal it has increased in recent years.
- Transient Occupancy Tax increase failed at the ballot box.
- Implementation of the software conversion program for Finance will be completed during the third quarter of the fiscal year.

**1a. Continue to develop and grow the Recreation Department by providing sustainable programs and facilities to the Community.**

- Development of facilities master plan for park improvement and maintenance is underway. A workshop will be held in the near future.
- Number and type of recreational programs have increased significantly.
- City has reached an agreement with the Boys' and Girls' Club of the Mid Central Coast to augment youth programming in the community.
- Staff continues to reach out and establish relationships with other agencies.

**1b. Ensure Public Safety Staffing and facilities are sufficient to maintain the delivery of quality public safety services to the community.**

- A staffing plan has been completed for both Fire and Police. implementation has been limited due to ongoing budget constraints.
- Continued update of facilities and equipment has been limited due to budget constraints.
- Staff continues to pursue grant and funding opportunities.

**1c. Ensure that Public Facilities and infrastructure (streets, water, wastewater) are capable of meeting the current and future needs of the City.**

- Public Works has hired a consultant to complete the Wastewater Master Plan which is scheduled to be done by end of the fiscal year.
- Capital projects done or currently underway include the West Main water line, the effluent station replacement project, and the 2022 pavement rehabilitation project.
- The Highway 1 Lift Station Project contract will be awarded in February. Timing on the library will be folded into the development of the facility master plan.

**1d. Ensure that American Recovery and Reinvestment Act (ARRA) Funds are maximized to ensure that initially funded staffing and services are met where feasible converted to General Fund support.**

- The City continues to implement the ARRA Plan as approved by Council.
- Public Works has completed improvements to the City Hall auditorium and is in the middle of phase 2 of the tree trimming project.
- The Public Works office improvement project is nearly complete.
- City Hall roof repair is scheduled to be out to bid in March.

**2. Create and implement economic development strategies for the City of Guadalupe that will promote the development and maintenance of a strong business sector including business retention, attraction, tourism marketing and revenue generation.**

- The City has worked cooperatively with the Guadalupe Business Association on a number of initiatives.
- The City is seeking grant options to develop an economic development strategy.
- Public Works is in the middle of design for the Central Park renovation project which will improve the appearance of this location. Public Works staff is working with GBA on expressing the need for improvements on Guadalupe Street.
- An ordinance concerning vacant commercial buildings was proposed (and introduced by the Council) based on health and safety concerns, but also, to encourage owners of vacant commercial buildings to put them back into use.

**3. Support the efforts to attract businesses to Pasadera Commercial Area to help create employment opportunities, provide local services identified by residents, and generate tax revenue.**

- The City has yet to develop a team to include a council member, planning staff, and City Administrator to support proponent efforts to develop the property.
- The City (Public Works) has continued to advocate with Cal Trans and other agencies for infrastructure improvements that will assist in moving the Commercial Area forward with development.

**4. Coordinate with Santa Barbara County Parks Master Plan to acquire Property adjacent or near Guadalupe for camping and recreational facilities.**

- Due to resource and personnel constraints the City has made limited progress in meeting this Goal.

**5. Develop and implement a communication strategy focused on improving the flow of information between constituents, city staff and Council members.**

- The City continues a relationship with community-based organizations to disseminate information.
- Public Safety has continued to emphasize the use of the Everbridge system to assist with the distribution of emergency information.
- The City is working with a consultant in the improvement of the City's website to improve the City's flow of information. The update is expected to be completed by the end of the Fiscal Year.

**General Fund Review:**

The General Fund is the main operating budget for the City. At the time of the budget's adoption in June, the General Fund Budget was balanced. Total revenues were estimated at \$6,931,513. Expenditures were identified as \$6,931,097. As of January 31, 2023, or the passage of 58% of the fiscal year, expenditures of \$3,484,131 exceeded revenues of \$3,394,210. It is not unusual for expenditures to exceed revenues at this point in the fiscal year as the bulk of property tax and sales tax revenues are received during the second half of the fiscal year. The revenue/ expenditure imbalance is expected to correct itself by the end of the fiscal year and the budget is expected to remain balanced at that time.

As noted earlier in this report the General Fund unreserved balance is \$764,505. Following is an analysis of General Fund revenues, expenditures, and projections for the remainder of the year.

**Revenues:**

Estimates and projections of General Fund Revenue are based on a variety of factors including historical experience, current trend analysis and consulting with the City’s property and sales tax consultant (HDL). At this time, it appears that total revenues will be slightly down from the budgeted level of \$6,931,513 to \$6,842,264 for a reduction of \$89,249 or slightly more than 1% of the budgeted amount. Key line-item analysis is found below:

<u>Line-item</u>	<u>Budget</u>	<u>Projection</u>	<u>Variance</u>
Sales tax	\$549,435	\$569,000	+\$20,000
Local sales tax	\$691,731	\$712,482	+ \$20,751
Property tax	\$1,620,801	\$1,620,801	-
Prop transfer tax	\$ 30,000	\$35,000	+\$5,000
Building Per.	\$104,400	\$129,400	+\$25,000
Cannabis Rev	\$100,000	\$ -	-\$100,000)
School Res Officer	\$60,00\$	\$ -	-\$60,000)
ARPA Cont.	\$659,113	\$670,704	+\$11,591
Remain. Rev	<u>\$3,116,033</u>	<u>\$3,104,442</u>	<u>-\$11,591</u>
<b>Total</b>	<b>\$6,931,513</b>	<b>\$6,842,264</b>	<b>(\$89,249)</b>

**Sales and use tax-** Both the sales and use tax and the local sales tax items are trending slightly higher in this year than in previous years. This is most likely due to the increases in fuel costs at the pump. Sales and use tax item is projected to be \$20,000 more than projected and the local sales tax is projected at \$20,751 more than projected.

**Property tax-** this line item is expected to remain consistent with original projections. Values in property sales within Guadalupe are approximately 3% over last year. This trend percentage is expected to level out later in the year.

**Property Transfer Tax-** this revenue line item was estimated at \$30,000 for the entire year but as of January 31<sup>st</sup> the estimate had already been achieved. Staff has decided to increase the projected level by \$5,000. It is likely this item could be higher at year’s end but due the volatility of the real estate market staff decided to estimate the increase conservatively.

**Building Permit Revenue-** Building permit revenue was estimated was conservatively estimated at \$104,400 due to the construction slowdown of single-family homes within the Pasadera Development. However, permit activity has remained up and it continued to be maintained at this level for the remainder of the year with the permitting of small projects and the 80 units at Escalante Meadows. Staff is projecting an increase of \$25,000 in this line item.



**Cannabis Revenue-** Cannabis revenue was originally identified at \$100,000 in the budget. Due to the slow progress made by current cannabis businesses in completing the process to open doors the \$100,000 is no longer expected to be received in this Fiscal Year.

**School Resource Officer Program-** The City had entered into an agreement with the School District to provide a School Resource Officer to work closely with the schools within the District. At present due to personnel constraints, the City has not been able to fill this position. Consequently, the revenue of \$60,000 has been eliminated.

**ARPA Contribution-** Federal ARPA funding is contributing significantly to the General Fund. As noted above and in the ARPA attachment the contribution is expected to be slightly higher than the original budget at \$670,704. A word of caution. The contribution from ARPA Funds to the General Fund is expected to last another year. Once these funds are exhausted there will be a significant adverse impact to the General Fund unless offset in some manner.

**Remaining revenues –** The remaining revenues of approximately \$3,104,442 result from a variety of sources and transfers from the enterprise budgets and are expected to come in at budget with limited deviation.

**Expenditures:**

Department expenditures within the General Fund are expected to end the year at or below budget with a few exceptions. The following is a listing of Department budget amounts, projections and variances:

<u>Department</u>	<u>Budget</u>	<u>Projections</u>	<u>Variances</u>
City Council	\$12,680	\$15,730	(\$3,050)
Admin.	\$507,300	\$487,008	\$20,292
City Attorney	\$110,000	\$110,000	-
Finance	\$590,883	\$590,883	-
Non Dep.	\$588,508	\$558,508	-
Bld. Maint.	\$329,594	\$243,871	\$85,871
Police	\$2,905,300	\$2,879,260	\$26,040
Fire	\$1,264,400	\$1,301,452	(\$37,052)
Parks and Rec	\$369,372	\$375,000	(\$5,628)
Building and Planning	<u>\$253,060</u>	<u>\$253,060</u>	<u>-</u>
<b>Total</b>	<b>\$6,931,097</b>	<b>\$6,814,772</b>	<b>\$116,325</b>

**City Council-** the Worker’s Compensation charges for the City Council Department were budgeted at \$500.00 but the actual cost was booked at \$1,591. The projected cost for the City Council includes sufficient funding to cover this overage and to enable two Council members to attend the League of California Cities meeting in Sacramento. The required adjustment is recommended at \$3,050.

**City Admin.-** has experienced cost savings in the personnel line items as well as operational line items. The net projected cost savings for City Admin is \$20,292.

**Building Maintenance-** Significant savings have been identified in both the Permanent Employee and Professional Services Line items. Even with additional anticipated costs in these lineups the overall Department Budget will remain underspent. The projected cost savings for this Department is \$85,871.

**Police Department-** as of January 31<sup>st</sup> the Department had spent \$1,489,835 or 51% of its budget. There have been salary savings in the Permanent Employment line item due to the fact that there are two officers and one sergeant out on work-related injuries. The sergeant is expected to return soon while the two officers are not expected to return during this Fiscal Year. Two open positions are expected to be filled in the coming weeks. The salary savings have been largely offset by overtime expenditures. This line item was budgeted at \$226,000 and is expected to be exceeded for the remainder of the year. Additionally, one officer has resigned and will be leaving the Department at the end of the month. The officer is a long-time employee and will receive payouts of accumulated benefits that will approximate \$26,040 in this Fiscal Year. Consequently, the Department is not expected to exceed the budget. The total projected expenditures is \$2,879,260 which is slightly under budget.

**Fire Department-** The budget approved for the Fire Department is \$1,264,400. The projection for the Fire Department is expected to be \$1,301,452. The primary reason for the over-expenditure is in the Overtime Line item. Overtime was originally budgeted at \$123,800. The total for this line item has already been met. and is projected to reach \$163,800 by the end of the Fiscal Year. The over-expenditure will be offset in part by savings in other line items. The Department budget is noted as needing an adjustment of \$37,052 to balance.

**General Fund Recommendations:**

- **It is recommended the Council direct staff to develop a resolution incorporating changes noted in this report based on projections.**

**Fund 4 Storm-Related Costs:**

As a result of the Storm Event that began on January 9, 2023, and the subsequent Declaration of Emergency, Finance Department established Fund 4 as a Fund to collect City incurred costs and to pay for these costs. The following is a listing of costs funneled into Fund 4. It is likely not all-inclusive and likely additional costs including some overtime may relocate to Fund 4. The following is a listing of costs along with the identification of a possible Funding Source:

1. Pioneer Street apartments	\$50,820	General Fund
2. Pioneer Apts. (Deposit)	\$ 7,000	General Fund
3. Waste Management (Debris removal)	\$ 7,980	General Fund
4. Misc. costs	<u>\$ 200</u>	General Funds
5. LeRoy Park Clean up and Rep. (est.)	\$84,000	General Fund
 Total General Fund:	 \$150,000	
 6. Lopez Con. Clean up. 8 <sup>th</sup> St.	 \$6,580	 Street Fund

**Recommendation:**

It is recommended that Council direct staff to return with an appropriation of \$150,000 from the City’s General Fund Reserve to cover General Fund-related costs associated with the January 9<sup>th</sup> Storm event.

**Impact -** The appropriation of the General Fund Reserve will reduce the Fund from \$764,505 to \$614,505. It should be noted that it is possible that the General Fund will ultimately be reimbursed by State and Federal Sources. Also, any unused portion of General Fund monies dedicated to Fund 4 will be returned to the General Fund Reserve.

**Enterprise Funds:**

As indicated below all of the Enterprise Funds are balanced and are expected to remain balanced at the end of the Fiscal Year.

**Water Fund:**

**Revenues:**

<b>Budget</b>	<b>Year to Date</b>	<b>Projection</b>
\$2,626,014	\$911,179	\$2,626,014

**Expenditures:**

<b>Budget</b>	<b>Year to Date</b>	<b>Projection</b>
\$2, 619,943	\$9,555,267	\$2, 619,943

**Wastewater Fund**

**Revenues**

<b>Budget</b>	<b>Year to Date</b>	<b>Projection</b>
\$2,269,300	\$761,023	\$2,269,300

**Expenditures;**

<b>Budget</b>	<b>Year to Date</b>	<b>Projection</b>
\$2,106,430	\$798,015	\$2,106,430

**Recommended Adjustments Enterprise Funds:**

- 10-4420-1553 State Water Project add \$80,000 due to increase in State Water allocation
- 12-4425-1350 – add \$20,000 for increase in regulatory agency fees.
- 12-4425-1550: operating supplies and expenses add \$10,000 for increased maintenance needs at plant.
- 23-4461-2200: equipment rental higher than anticipated due to older, rolling stock.
- 60-4490-2150: add \$30,000 to cut back vegetation
- 63-4472-1000: add \$24,000 to pay for Street light utilities.
- 65-4485-1000: utilities add \$33,000 for increased expenses associated with electricity.

**ATTACHMENTS:**

- 1. FY 22-23 Goal Statement
- 2. ARPA Chart

**RESOLUTION NO. 2022-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING THE GOAL STATEMENT CONTAINING GOALS TO BE USED IN THE FISCAL YEAR 2022-23 BUDGET PROCESS**

**WHEREAS**, the City Council has undertaken the budget development process for FY 2022-23; and

**WHEREAS**, the City Council recognizes the importance of completing a Goal Setting Process in order to guide the development of the FY 2022-23 Budget; and

**WHEREAS**, the City Council has retained a facilitator to assist with the process and received various reports and presentations regarding the current status of the City; and

**WHEREAS**, the City Council drafted and completed a list of candidate goals and solicited public comments on the candidate goals; and

**WHEREAS**, the City Council has reviewed the public process and completed a ranking of the candidate Goals; and

**WHEREAS**, the City Council has reviewed the ranking of Goals and based on the ranking completed the attached Goal Statement containing a prioritized list of goals to guide the development FY 2022-23 Budget.

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

1. The Goal Statement containing a prioritized listing of goals, attached hereto and incorporated by reference is hereby approved; and
2. The City Administrator is hereby directed to use the Goals to prepare the FY 2022-23 Budget.
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 28<sup>th</sup> day of June 2022 by the following vote:

**MOTION:**        **TONY RAMIREZ / EUGENE COSTA JR.**

**AYES:**            **5**        **Councilmembers:**        **Ramirez, Cardenas, Julian, Robles, Costa Jr.**


**NOES:**            **0**

**ABSENT:**        **0**

**ABSTAIN:**      **0**

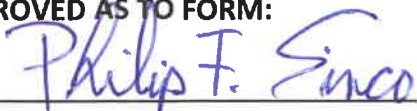
I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2022-46**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 28, 2022 and that same was approved and adopted.

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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



## CITY OF GUADALUPE GOAL STATEMENT FY 22/23

### City Council Ranked Priorities

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**1. Develop and maintain a balanced budget for FY 22-23 Budget providing priority municipal services and securing the City's financial future with adequate reserve funds.**

- Identify and allocate funds to be used to meet the General Fund Reserve Goal of 15%
- Implement a monitoring program to ensure contracted cannabis Commitments are met.
- Review revenue generation options for General Fund including possible Transient Occupancy Tax increase.
- Provide staffing and complete implementation of new finance software program.
- Develop and provide for Council review a quarterly report on City finances and goal progress.

**1a. Continue to develop and grow the Recreation Department by providing sustainable programs and facilities for the Community.**

- Adequately fund and allocate staff for Recreation and Parks Department including a permanent recreation manager and maintenance positions
- Develop a facilities master plan for current park improvement and maintenance of existing parks and those in the pipeline
- Increase recreational programming for use of facilities utilizing community priorities and coordinating with recreation/sports entities

**1b. Ensure Public Safety staffing and facilities are sufficient to maintain the delivery of quality public safety services to the community.**

- Complete the implementation of a staffing plan for both Fire and Police including the addition of a Battalion Chief in the Fire Department as budget permits across the board
- Continue to update facilities and equipment as budget permits

**1c. Ensure that Public Facilities and Infrastructure (streets, water, wastewater) are capable of Meeting current and future needs of the City**

- Continue to maintain and update facility master plans including streets wastewater, water, and Capital Improvement Plan.
- Prioritize City facilities in urgent need of City repair and identify costs and timing for all municipal facilities including the library
- Seek grant funding to assist with the above
- Develop and implement an adequate staffing plan for the Department of Public Works

**1d. Ensure that American Recovery and Reinvestment Act (ARRA) funds are maximized to ensure that initially funded staffing and services are met and where feasible converted to General Support**

- Revisit ARRA line items to ensure that the allocation of funds to needed positions and services is justifiable and achieves goals set by City Council.
- On a quarterly basis, revisit the items supported by ARRA in comparison to quarterly expenses and revenues for the entire city budget.
- Require justification of the remaining ARRA budget items requested to ensure allocation amount and intent are realized

**2. Create and implement economic development strategies for the city of Guadalupe that will promote the development and maintenance of a strong business sector including business retention, attraction, tourism marketing, and revenue generation.**

- Work cooperatively with the Guadalupe Business Association to identify a strategy for business retention and attraction.
- Identify and apply for grant funding for the creation and
- Staffing of a business support program

**3. Support the efforts to attract businesses to Pasadera Commercial Area to help, create employment opportunities, provide local services identified by Residents and generate tax revenue.**

- Develop a team comprised of a council member, planning staff, City Administrator and consultants to support project proponents in their efforts to attract potential businesses to the commercial Area.
- Advocate for the completion of the necessary infrastructure to support the development of the commercial area using communication between CalTrans, Santa Barbara County Association of Governments (SBCAG), the City's Development Team, and DJ Farms.

**4. Coordinate with Santa Barbara County Parks Master Plan to acquire property adjacent or near Guadalupe for Camping and recreational facilities.**

- Establish a core team to include city council representation, city staff, and existing business groups, who will collaborate with Santa Barbara County Parks Department in developing the Santa Barbara County Park Master plan.
- City representatives will include the City Administrator, Public Works Department, Recreation Department, city council representative, and a representative of the business community.

**5. Develop and implement a communication strategy focused on improving flow of information between constituents, city staff and Council members.**

- Cultivate a relationship with community-based organizations to disseminate information
- Develop and implement social media policies for the City
- Increase the usage of Zoom to broadcast City Council meetings

ARPA Summary - Draft

Description	Council Approved	FY21-22	FY22-23	FY23-24	Total	Remaining Bal
General Fund loss of revenue	\$ 200,456	\$ 30,000			\$ 30,000	\$ 170,456
General Plan Environmental impact review	\$ 46,074				\$ -	\$ 46,074
Water Utility debt forgiveness	\$ 35,000	\$ 35,000			\$ 35,000	\$ -
Los Amigos de Guadalupe	\$ 40,000	\$ 20,000			\$ 20,000	\$ 20,000
Cyber Sec Upgrades IT	\$ 75,000	\$ 26,220			\$ 26,220	\$ 48,780
Rec Manager	\$ 168,865	\$ 50,957			\$ 50,957	\$ 117,908
Jack O'Connell Park	\$ 25,000	\$ 25,000			\$ 25,000	\$ -
Concession Stand	\$ 1,000				\$ -	\$ 1,000
Recreational Programs	\$ 20,000				\$ -	\$ 20,000
Tables and C Storage	\$ 8,900				\$ -	\$ 8,900
PPE Supplies	\$ 4,800	\$ 2,098			\$ 2,098	\$ 2,702
Public Safety Paid Volunteers	\$ 10,000	\$ 10,000			\$ 10,000	\$ -
Planning Software	\$ 62,933	\$ 73,000			\$ 73,000	\$ (10,067)
Adobe	\$ 18,208	\$ 3,166			\$ 3,166	\$ 15,042
WiFi for LeRoy Park - Change Orders	\$ 39,000				\$ -	\$ 39,000
Live Streaming Equipment	\$ 5,000				\$ -	\$ 5,000
Building Attendent - Live Streaming Administration	\$ 4,320				\$ -	\$ 4,320
Web Camera	\$ 1,450				\$ -	\$ 1,450
Televisions	\$ 1,800				\$ -	\$ 1,800
Television Cart	\$ 250				\$ -	\$ 250
Spanish/Mixteco Interpreting Services	\$ 7,500				\$ -	\$ 7,500
Website Update	\$ 15,000	\$ 3,500			\$ 3,500	\$ 11,500
Website Content	\$ 4,800				\$ -	\$ 4,800
Website Event Management Plugin	\$ 5,000				\$ -	\$ 5,000
Website PW Request - Workflow Management	\$ 1,200				\$ -	\$ 1,200
Surface Pro 7 w/Keyboard	\$ 19,682				\$ -	\$ 19,682
Council Chambers - ADA/Window Ventilation Update	\$ 300,000	\$ 300,000			\$ 300,000	\$ -
Architectural Drawings	\$ 100,000	\$ 100,000			\$ 100,000	\$ -
City Hall Restroom(s) Redesign	\$ 154,000				\$ -	\$ 154,000
Generator (1)	\$ 50,000				\$ -	\$ 50,000
Auditorium Upgrades	\$ 75,000	\$ 75,000			\$ 75,000	\$ -
PW Conference Room Upgrades	\$ 18,000	\$ 18,000			\$ 18,000	\$ -
Finance Office Upgrades	\$ 5,000	\$ 5,000			\$ 5,000	\$ -
Vegetation Maintenance	\$ 50,000	\$ 30,000			\$ 30,000	\$ 20,000
Maintenance Lead	\$ 85,500	\$ 23,328			\$ 23,328	\$ 62,172
Library Relocation	\$ 30,000				\$ -	\$ 30,000
Admin and Finance Heating	\$ 5,460	\$ 5,460			\$ 5,460	\$ 0
SBCAG Broadband Contribution	\$ 5,223				\$ -	\$ 5,223
Differential for Emergency Services Manager	\$ 3,298	\$ 3,298			\$ 3,298	\$ -
Temp. Permit/Planning appointment for scanning	\$ 1,210	\$ 1,210			\$ 1,210	\$ -
Drinking Fountain and refridgerator	\$ 6,506	\$ 6,506			\$ 6,506	\$ -
	<u>\$ 1,710,434</u>	<u>\$ 846,743</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 846,743</u>	<u>\$ 863,691</u>
Total ARPA awarded	\$ 1,860,000					
Remaining to allocate	\$ 149,566					
Received	\$ 930,930	\$ 365,706	related to General Fund			
		\$ 20,000	related to cdbg			
		\$ 2,787	related to fund 60			
		\$ 400,000	related to CIP			
		\$ 33,250	related to water			
		\$ 25,000	related to fund 38			
		<u>\$ 846,743</u>	\$ -			





ARPA Annual Report 3/2/21-3/31/22

Description	"Obligations" Council Approved	"Expenditures"				Total Expenditures	Remaining Obligations	Exp Category
		ACTUAL DEC 2021	ACTUAL JAN 2022	ACTUAL FEB 2022	ACTUAL MAR 2022			
General Fund loss of revenue	\$ 200,456					\$ -	\$ 200,456.17	
General Plan Environmental impact review	\$ 46,074					\$ -	\$ 46,073.80	
Water Utility debt forgiveness	\$ 35,000					\$ -	\$ 35,000.00	
Los Amigos de Guadalupe	\$ 40,000					\$ -	\$ 40,000.00	
Cyber Sec Upgrades IT	\$ 75,000					\$ -	\$ 75,000.00	
<b>Rec Manager</b>	<b>\$ 168,865</b>		<b>\$ 6,148.79</b>	<b>\$ 6,721.04</b>	<b>\$ 6,721.04</b>	<b>\$ 19,590.87</b>	<b>\$ 149,274.33</b>	6.1 revenue replacement
Jack O'Connell Park	\$ 25,000					\$ -	\$ 25,000.00	
Concession Stand	\$ 1,000					\$ -	\$ 1,000.00	
Recreational Programs	\$ 20,000					\$ -	\$ 20,000.00	
Tables and C Storage	\$ 8,900					\$ -	\$ 8,900.00	
PPE Supplies	\$ 4,800		\$ 169.64			\$ 169.64	\$ 4,630.36	1.5
Public Safety Paid Volunteers	\$ 10,000			\$ 8,901.16	\$ 2,179.91	\$ 11,081.07	\$ (1,081.07)	6.1 assistance to unemployed or underemployed
Planning Software	\$ 62,933					\$ -	\$ 62,933.13	
Adobe	\$ 18,208		\$ 3,165.91			\$ 3,165.91	\$ 15,041.81	6.1 administrative
WiFi for LeRoy Park - Change Orders	\$ 39,000					\$ -	\$ 39,000.00	
Live Streaming Equipment	\$ 5,000				\$ 4,090.80	\$ 4,090.80	\$ 909.20	6.1 administrative
Building Attendent - Live Streaming Administration	\$ 4,320					\$ -	\$ 4,320.00	
Web Camera	\$ 1,450					\$ -	\$ 1,450.00	
Televisions	\$ 1,800					\$ -	\$ 1,800.00	
Television Cart	\$ 250					\$ -	\$ 250.00	
Spanish/Mixteco Interpreting Services	\$ 7,500					\$ -	\$ 7,500.00	
Website Update	\$ 15,000		\$ 3,500.00	\$ 1,050.00	\$ 1,100.00	\$ 5,650.00	\$ 9,350.00	6.1 administrative
Website Content	\$ 4,800					\$ -	\$ 4,800.00	
Website Event Management Plugin	\$ 5,000					\$ -	\$ 5,000.00	
Website PW Request - Workflow Management	\$ 1,200					\$ -	\$ 1,200.00	
Surface Pro 7 w/Keyboard	\$ 19,682					\$ -	\$ 19,681.60	
Council Chambers - ADA/Window Ventilation Update	\$ 300,000					\$ -	\$ 300,000.00	
Architectural Drawings	\$ 100,000					\$ -	\$ 100,000.00	
City Hall Restroom(s) Redesign	\$ 154,000					\$ -	\$ 154,000.00	
Generator (1)	\$ 50,000					\$ -	\$ 50,000.00	
Auditorium Upgrades	\$ 75,000		\$ 247.00		\$ 2,571.16	\$ 2,818.16	\$ 72,181.84	6.1 public secot capacity admin needs
PW Conference Room Upgrades	\$ 18,000	\$ 200.62	\$ 2,020.00	\$ 69.13		\$ 2,289.75	\$ 15,710.25	6.1 public secot capacity admin needs
Finance Office Upgrades	\$ 5,000					\$ -	\$ 5,000.00	
Vegetation Maintenance	\$ 50,000		\$ 8,043.00		\$ 6,041.00	\$ 14,084.00	\$ 35,916.00	6.1 aid to tourism
Maintenance Lead	\$ 85,500					\$ -	\$ 85,500.00	
Library Relocation	\$ 30,000					\$ -	\$ 30,000.00	
Admin and Finance Heating	\$ 5,460		\$ 4,280.00	\$ 1,180.16	\$ 19,780.00	\$ 25,240.16	\$ (19,780.00)	6.1 public secot capacity admin needs
SBCAG Broadband Contribution	\$ 5,223				\$ 5,422.63	\$ 5,422.63	\$ (200.00)	5.21 broadband other
Differential for Emergency Services Manager	\$ 3,298					\$ -	\$ 3,298.00	
Temp. Permit/Planning appointment for scanning	\$ 1,210					\$ -	\$ 1,210.00	
Drinking Fountain and refridgerator	\$ 6,506		\$ 6,506.25			\$ 6,506.25	\$ (0.25)	6.1 public secot capacity admin needs
	<u>\$ 1,710,434</u>	<u>\$ 201</u>	<u>\$ 34,081</u>	<u>\$ 17,921</u>	<u>\$ 47,907</u>	<u>\$ 100,109</u>	<u>\$ 1,610,325</u>	
Total ARPA awarded	\$ 1,861,859							
Remaining to allocate	\$ 151,425							
Received	\$ 930,930						\$ 94,516.97	6.1 revenue replacement
							\$ 169.64	1.5 PPE
							\$ 5,422.63	5.21 broadband other
							\$ 100,109.24	three separate projects for revenue replacement





**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 14, 2023**

*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:** Approving list of City veterans’ names for new streets and parks

**RECOMMENDATION:**

That City Council adopt Resolution No. 2023-14 approving the submission of the recommended list of names of veterans to the Pasadera development for use in naming streets and parks.

**BACKGROUND**

The City of Guadalupe has a proud history of residents joining the military in service to our country. On May 12, 2009, Resolution No. 2009-13, included as Attachment 1, was approved, naming streets after Michael Pagaling and Philip Hernandez, two veterans who lost their lives in Vietnam. That resolution also approved the naming of the next available street after Arturo Carrasco, a third veteran who lost his life in Vietnam. That request has been honored in the Pasadera development. The street between Jalama Drive and Ladera Drive is named South Carrasco Drive.

**DISCUSSION:**

Additional streets in Pasadera need names. The City Council has previously indicated its desire to honor additional veterans with street names, and the Pasadera developer agreed to do this. Names were solicited over the course of two years through the City’s website, numerous public meetings, and word-of-mouth. The list of nominated and potential names was shortened to the list included as Attachment 2 by a committee consisting of Joe Talaugon, Ariston Julian, Deek Segovia, and Al Ramos.

The truncated list was evaluated by City staff and the development engineer. Streets that had similar duplicate names in adjacent communities were considered for parks instead of streets to avoid confusion related to public safety response.

City staff also confirmed with the development engineer for the Pasadera development on the number of streets needing names. At this time, 20 streets and two City-owned parks in Pasadera development need names. The plan is to name streets with the suffix “Drive” and cul-de-sacs with the suffix “Court.”

**FISCAL IMPACT**

None.

**ATTACHMENTS:**

1. Resolution No. 2009-13
2. Finalized Veteran Street Name List
3. Resolution No. 2023-14

**RESOLUTION NO. 2009-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
CALIFORNIA NAMING THE NEXT AVAILABLE STREET "CARRASCO  
STREET"**


**WHEREAS**, the City of Guadalupe is proud of the three Vietnam Veterans who lost their lives serving this country: Michael Pagaling (1969); Phillip Hernandez (1969); and Arturo Carrasco (1969); and

**WHEREAS**, the City of Guadalupe named streets after two of the three Veterans, Pagaling and Hernandez; and

**WHEREAS**, the City Council wishes to honor the third Veteran in the same manner and will initiate the process of naming the next available street after Arturo Carrasco.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Guadalupe does hereby approve the request to name the next available street "Carrasco Street".

**PASSED APPROVED AND ADOPTED** by the City Council of the City of Guadalupe this 12<sup>th</sup> day of May 2009.

  
\_\_\_\_\_  
Lupe Alvarez  
Mayor

I, Brenda Hoff, City Clerk of the City of Guadalupe, California, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2009-13**, has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the City Council, held May 12, 2009, and that same was approved and adopted by the following vote to wit: Motion: **Julian/Lizalde**

**AYES: 4**  
**NOES:**  
**ABSENT: 1**  
**ABSTAIN:**

  
\_\_\_\_\_  
Carolyn Galloway-Cooper  
Deputy City Clerk

## SELECTED VETERANS FOR PASADERA DEVELOPMENT NAMING

	Service Member Name	Notes
1	Laging Una (K)(II)	1st Filipino Battalion, replaced by 1 <sup>st</sup> Filipino Regiment
2	Yoshiroma, Makato	Killed in Action
3	Ramos, Natividad G. (II)	
4	Serrano, Ernie (V)	
5	San Diego, Greg (V)	
6	Inguito, Jimmy (V)	
7	Segovia, Crespín (II)	
8	Rodriguez, Louie (II)	
9	Abadajos, Bully Rodrigo (II)	
10	Parra, James (K)	
11	Hayes, Bobby (K)	
12	Familia Sanchez (V/K)	
13	Lemus, Louie (II)	
14	Santillan (II)	Honors Ray and Blas
15	Maretti (K)	Honors Ralph and Richard
16	Serpa (K)	Honors Joe and Tuffy
17	Talaugon (K)	Honors brothers Joe and Santos
18	Terrones, Lalo (K)	
19	Zepeda, Skippy Lawrence (K)	
20	Imperial, Walter	Imperial Way already in Orcutt. Name park on Del Mar Drive.
21	Villagomez (K)	
22	Stewart Brothers (K)	
23	Silva Family (K)	Silva Drive already in Santa Maria. Name park on Esperanza Drive.
24	Canales, Frank (II)	
25	Robles, Victor F. (II)	
26	Rubalcalva, Joe (II)	

Note: names are listed in no particular order. All street names will end in Drive or Court.

V= Vietnam, K= Korea, II=World War II

**RESOLUTION NO. 2023-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
APPROVING A LIST OF ITEMS NAMES TO BE USED IN THE NAMING OF STREETS AND PARKS IN THE  
PASADERA DEVELOPMENT**

**WHEREAS**, the City of Guadalupe has a proud history of residents joining the military in service to our country; and

**WHEREAS**, 20 streets and two City-owned parks in the Pasadera development need names; and

**WHEREAS**, naming streets and parks in the City after veterans that have served our country is a time-honored tradition in our community; and

**WHEREAS**, names were solicited over the course of two years through the City’s website, numerous public meetings, and word-of-mouth, and a committee narrowed the list down to the number of facilities required names to the list attached to the staff report for this item.

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

**SECTION 1.** That the list of names to be used in the naming of streets and parks in Pasadera development that is attached to the staff report for this item is hereby approved.

**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 28<sup>th</sup> day of February 2023 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-14**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held February 28, 2023, and that same was approved and adopted.



**ATTEST:**

\_\_\_\_\_  
Todd Bodem, Deputy City Clerk

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

**APPROVED AS TO FORM:**

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



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

Michael Cash

Todd Bodem

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**Presented by:**  
**Michael Cash, Director of Public Safety**

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

**SUBJECT:** Request for funding for recruitment and hiring of two (2) Police Officers, one (1) Police Sergeant, and an Emergency Preparedness Coordinator.

**RECOMMENDATION:**

It is recommended that the City Council approve for the recruitment and hiring of two (2) police officers, one (1) police sergeant, and an emergency preparedness coordinator for the Guadalupe Department of Public Safety.

**BACKGROUND:**

This report is being presented to the City Council to inform it about the crisis that is currently taking place in the Guadalupe Police Department. In short, additional staffing is required in the short-term to alleviate the unsustainable strain and burden being placed on the Department's active-duty police officers from unreasonable levels of mandatory overtime. In the long-term, a police sergeant and an emergency preparedness coordinator are required to meet the Department's and the community's needs.

During the original budget review for FY 2022-23, funding for two police officers and the emergency preparedness coordinator position was removed from the budget as a cost saving measure. Since these three positions were vacant at the time, the Council may have believed this was the most efficient way to balance the budget in FY 2022-23; however, the Director of Public Safety believes that it is **vital** for the short-term sustainability of the Guadalupe Police Department to restore funding for the two police officer positions **at a minimum**, and highly advisable for the long-term sustainability of the Department to also fund the police sergeant position and the emergency coordinator position.

**Police Officers and Police Supervisors** are vital to the safety and well-being of any community. The police officer is usually the first contact the community has when requesting public assistance or in need of emergency services. Officers and supervisors are needed and required to patrol and investigate criminal activity 24-hours a day, 7 days a week.

***The Emergency Preparedness Coordinator*** position was approved and budgeted by the City Council on June 23, 2020. The prior incumbent resigned from the position on September 23, 2021. The position was left vacant, and the budgeted monies were removed and reassigned by the Council for the FY 2022-23 budget. The Emergency Preparedness Coordinator oversees disaster preparedness training and programs for the public within the Police and Fire Department; develops and implements training for City staff and officials in emergency preparedness and the Emergency Operations Center (EOC) functions; maintains and updates the City's emergency response plans; and coordinates volunteer activities. The presence of an Emergency Preparedness Coordinator enhances the City's capability to secure grants and funding for emergency preparedness training and supplies from state and federal governmental agencies.

**DISCUSSION:**

Prior to FY 2022-23 budget, the Police Department was authorized to staff the department with the following:

- 1 Police Chief
- 2 Police Sergeant
- 10 Police Officers
- 2 Airport Police Officers (contracted)
- 1 Emergency Preparedness Coordinator

Prior to the creation of the police lieutenant position in FY 2021-22, there had been two police sergeant positions that were authorized and funded (and filled). One of the police sergeants was promoted to the newly created Police Lieutenant position. After the promotion, while the police sergeant position remained "on the books," but it was left unfilled.

After the decision by the City Council to reduce funding to the Police Department budget for FY 2022-23, only the following positions were allocated funding by the Council:

- 1 Police Chief
  - 1 Police Lieutenant
  - 1 Police Sergeant
  - 8 Police Officers
- \* the two (2) Airport police officers are paid for by the Santa Maria Airport under contract so the City's general fund is not used to pay for them

There was insufficient existing funding in the budget to fill the open police sergeant position AND have funding for the eight (8) police officer positions, and therefore, the Director of Public Safety made the decision not to fill the police sergeant position in favor of keeping funding available for all eight (8) of the police officer positions.

If the Department were actually able to have eight (8) police officers on active duty, there would still be incurring of mandatory overtime (to cover for officers who are ill or on vacation, etc.), but the Department would be able to operate at a minimally acceptable level of efficiency. There would be sufficient officers to cover most shifts and mandatory overtime would be imposed at a

reasonable rate; however, the Department is unable to have eight (8) officers on active duty as a practical matter. There are a number of reasons for this, including officers sustaining injuries and going out on workers compensation leaves of absence as well fewer available recruits or lateral transfers due to fierce competition for officers as a result of the sad fact that there are fewer police officers actually employed or seeking employment in the last several years. This trend is not showing any signs of improving.

In Guadalupe, the Department has had at least one officer on a long-term workers compensation leave of absence since the Director of Public Safety was hired. Although an officer may be out on a long-term leave of absence due to injury, the position must remain "open" for the officer to return to once officer has recovered from whatever injury was sustained. Often, unfortunately, even after a long leave of absence, the officer is unable to return to duty. During the entire time of this leave, the Department is unable to hire another officer to "fill in" for the injured officer. The only way to hire another officer is if there is another open position that is funded by the City's budget.

At this time, there are two Guadalupe police officers out on a long-term workers compensation injury leave of absence, and thus, there are only a maximum of six (6) officers available for active duty. In addition, the Department has not been able to fill all of the available vacancies in the last several years due to the lack of candidates and competition for those candidates who are seeking employment. For example, as of this date (2/28/23), the Department has only three (3) police officers on active duty. While there are six (6) funded officer positions (not including the two (2) officer positions where the officers are out on workers compensation leaves), there are currently three (3) vacancies. This requires the three (3) officers actually on active duty to work mandatory overtime on an unsustainable basis. In fact, the most recent resignation by a Guadalupe police officer was due to the excessive amount of mandatory overtime being required of the City's officers who are actually on active duty.

In addition to placing the City's officers on active duty under great personal strain, this situation has resulted in an increase in the Department's overtime expenditures past established budgeted allocations. The emergency staffing requirements has increased the officer's workloads and decreased their downtime for physical and mental recovery. This level of work and additional workload simply cannot be sustained for any extended period of time.

In short, the Guadalupe Police Department is currently *in crisis* with respect to staffing levels, and immediate action is required to address this situation.

The reality is the Guadalupe Police Department has not been able to achieve full staffing (i.e., 10 police officers) for the last four years or more.

Why are 10 police officers considered "full staffing" in Guadalupe? It is based on the ratio of police officers (field officers vs. managers (e.g., sergeants, lieutenants, etc.)).

The recommended police officer ratio to population in the United States is 1.5 officers per 1,000 residents. In California, the average ratio is 2.5 officers per 1,000 residents (few of the small or medium sized cities meet this average, however). In Guadalupe, 13 police officers would be

needed to meet the ratio of 1.5 officers per 1,000 residents (based on an approximate population of 8,500). Given that Guadalupe is a very small city with low levels of crime, a staffing level of 1.5 officers per 1,000 residents is not essential. The “full” staffing of 10 police officers (as previously budgeted before FY 2022-23) results in a ratio of 1.2 officers per 1,000 residents, which is acceptable. However, at this time, with only three (3) police officers on active duty, this ratio is only 0.4 officers per 1,000 residents. Even at eight (8) officers, this is a ratio of less than 1 officer per 1,000 residents.

The Director of Public Safety understands that there may not appear to be adequate general fund revenues to pay for the additional police officers, but it is important that at least two additional police officer positions be appropriated funding in the budget by the Council for the remainder of the current fiscal year and thereafter. As previously mentioned, there are not as many recruits and other candidates for police officer positions at the present time as there have been in the past, and because of this fact, there is intense competition for those persons who are seeking employment as a police officer. Many agencies have established additional compensation incentives for new recruits. Each are competing within the same pool of applicants, and most have incentives to entice applicants.

In the County of Santa Barbara, the City of Guadalupe is the lowest paying police department, and it is a challenge to recruit and retain our officers. Thousands of dollars are spent recruiting and training officers by departments, so retention is important. Most departments offer monetary incentives to recruit and retain officers, for example:

**City of Santa Maria**

**\$20,000** hiring incentive (\$10k at time of hire / \$5k upon successful completion of FTP / \$5k upon successful completion of probation, 12 months). \* \$2500 relocation bonus. \* Credit for full years of service with most recent agency (for vacation accrual purposes).

**City of Lompoc**

Effective immediately, lateral police officers who join from other departments will receive a **\$15,000** hiring bonus. Police cadets will receive a \$5,000 hiring bonus, and police service aides will receive a \$1,500 hiring bonus.

**Amtrak Police Officer**

A **\$15,000** sign-on bonus will be offered for Police Officer positions in California. \$5,000 at beginning of employment and \$10,000 upon successful completion of a one-year probationary period.

**City of Santa Barbara**

City of Santa Barbara Santa Barbara, CA Annually Full-Time \$72,057 - \$79,443 (Additional \$220 to \$310 / month for EMD\* Certification) The Hiring Bonus has been discontinued until further notice, effective April 1, 2020

**City of Grover Beach**

**\$30,000** lateral police officer candidates who successfully complete the hiring process and accept an offer of employment, will be paid a **\$10,000** bonus the first full pay period of employment,

another \$10,000 the first full pay period following completion of probation which is 12 months, and \$10,000 in the first full pay period following their second anniversary date of employment with the city.

#### **City of Arroyo Grande**

**\$5,000** paid upon hire \$2,500 paid upon successful completion of Field Training Officer Program \$2,500 paid upon successful completion of 12-month Probationary Period. **40 hours of vacation time** is also included in the hiring incentive package.

#### **Santa Barbara County Sheriff's Office**

**\$20,000** upon completion of the hiring process.

To address this issue, the Council may want to consider implementing an incentive recruitment program that could be activated in the next budget year. Options the City of Guadalupe could offer the following additional incentives to recruits:

#### Leave Time

- 80 hours of sick time – 40 hours at the completion of their Field Training Officer Program (6 months after hiring) and 40 hours after completion of probation (12-month period)
- 80 hours of vacation – 40 hours at the completion of their Field Training Program (6 months) and 40 hours after completion of probation (12-month period)

#### Financial Incentive

**\$10,000** - \$5,000 paid upon successful completion of Field Training Officer Program and \$5,000 paid upon successful completion of 12-month probationary period.

#### Relocation Assistance

**\$10,000** paid for moving and relocation to area upon hiring.

#### Home Buying Assistance

**Up to \$75,000** secured city loan for USDA or other type lender down payment mortgage loan.

The issue of additional incentives is a discussion for another time, but it is mentioned now to make the Council aware that some type of incentive program may become a practical necessity to ensure that the Department is able to hire adequate staff.

Making this difficult situation even more problematic is that the recruitment process for police officers usually takes between 8 to 12 months to conduct all the phases of the hiring procedures:

- candidate interviews
- background investigation
- polygraph testing
- medical testing
- psychological testing.

Then, after a successful hiring process, the new officer must undergo a 12-month probation period before he/she is allowed to work by themselves without direct supervision. In total, from interviews to completion of training an officer for patrol duties usually takes approximately 20 to 24 months. Starting the recruitment process gives the City a hiring list to work from as openings come available.

While the City can, and does, recruit whenever there is a vacancy, the City cannot recruit for a vacancy where an officer is on a long-term workers compensation leave. Those positions are not considered open or vacant positions. This was less of a problem when the Department had funding for full staffing of 10 police officer positions, but with the reduction to only eight (8) police officer positions, every officer that must go out on a leave of absence for a work-related injury has the effect of “eliminating” an active-duty officer and does not allow the Department to recruit for a “replacement.”

The truth is, as evidenced by the fact that the City has not been able to maintain full staffing of 10 police officers for more than four (4) years, even if the Council immediately approved funding for two additional police officer positions this fiscal year (and in the next), it is highly unlikely that the Department will have all 10 positions filled. Therefore, it is highly unlikely that the City will actually have to use general fund revenues for 10 police officer positions.

The question could then be asked: why authorize two additional positions if the Department will not be able to actually fill them as a practical reality? The answer is that having these additional positions available will assist with the City’s recruitment by allowing more job offers to be made than can be done at the present time.

While the Department could advertise for police officer positions “contingent upon funding,” it is unlikely that candidates would spend their time applying for a position that may not even be funded. Yet, that is precisely what is happening to the Department with having less than 10 police officer positions funded. As mentioned, there are only three (3) police officers currently available for active duty as of this date. The Department is actively recruiting, and can make offers to up to three (3) candidates, and if all of them accepted, the Department would have only six (6) police officers on active duty (with two (2) still out on workers compensation leaves). If, however, the Council authorized two (2) additional police officer positions, the Department could make job offers up to five (5) positions, and if all were accepted, the Department would have eight (8) officers on active duty. Even if the two (2) officers currently on workers compensation leaves were to return to duty, given the history of the past 4-5 years, the Department is unlikely to maintain full staffing of 10 officers for very long. If one or both officers do not return to duty and there are eight (8) officers on active duty, the Department could consider whether to make additional offers ~~officers~~ to candidates on an eligibility list or not. Either way, the Department would have much needed flexibility for hiring decisions to maintain an acceptable level of staffing.

So far, nothing has been said about the police sergeant position and the emergency preparedness coordinator position, but it should not be inferred that these positions are not important: they are. The situation, however, is similar to a house on fire: The immediate concern is to put the fire out, and secondarily, how to prevent it from occurring again. Both concerns are important,

but one is more pressing. For the Guadalupe Police Department, getting funding for two additional police officer positions is of the utmost importance. Of lesser importance, but still very important, is adding a police sergeant position and an emergency preparedness coordinator position for long-term sustainability of the Department and the Department’s ability to respond to the community’s needs.

Another level of supervision on the command staff in addition to the police chief and police lieutenant is desperately needed to relieve the strain and burden currently being placed on these positions and also to help develop and train new recruits. While additional police officers are the priority, a police sergeant is also important in the long run.

With the recent disaster flooding, the need for an emergency preparedness coordinator has been made clear. This position is needed to interact with federal, state, and local entities to work to recover funding, assist victims, and work to restore the City to its previous status. This is an all-encompassing position that requires expertise, dedication, and building community and governmental relationships to utilize and leverage during crisis situations. This position is very important as well, and it should be funded, but it is of slightly lesser importance than the two additional police officer positions.

**FISCAL IMPACT:**

Per Finance Department (02/2023), the cost of the requested positions including salary and benefits is as follows:

Union	Step	Base	Hours	Cost	Annual Cost
POA	182/A	31.401	2080	65,314.08	91,439.71
POA	202/C (sgt)	35.146	2080	73,103.68	102,345.15

- Two (2) Police Officers                   \$182,879.42
- One Sergeant                               \$102,345.15

The Emergency Preparedness Coordinator position would be paid at the \$37.38 hourly rate with a yearly cost of \$108,986.

The annualized cost for all positions is \$394,210.

As noted above, the actual impact to the general fund would likely be less given that the Department is unlikely to be able to maintain staffing of ten (10) police officers during an entire fiscal year.





**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

*Philip F. Sinco*

*Todd Bodem*

**Prepared by:**  
**Philip F. Sinco, City Attorney**

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

**SUBJECT:** Further consideration of a (revised) proposed ordinance adding Chapter 8.80 to the Guadalupe Municipal Code entitled “Vacant Commercial Property Registration and Property Maintenance” relating to the required registration and maintenance of vacant commercial buildings.

**RECOMMENDATION:**

It is recommended that the City Council introduce the “Vacant Commercial Property Registration and Property Maintenance” on first reading **as revised** since the meeting of January 24, 2023, and continue it to the meeting of March 14, 2023, for second reading and adoption.

**BACKGROUND:**

This item was originally included on the Council’s agenda for its meeting on January 24, 2023. A comprehensive staff report on the details of the ordinance was included with the agenda packet and will not be summarized here. Any member of the public interested in this prior staff report may access it on the City’s website at: <https://ci.guadalupe.ca.us/wp-content/uploads/2023/02/CC-Agenda-2-14-2023-Links.pdf>

Local property owner and attorney Stew Jenkins was one of several persons who spoke on this item at the meeting. Mr. Jenkins urged the City Council not to introduce the ordinance as he believed it included unconstitutional provisions. The City Council ultimately voted to introduce the ordinance and continue the item to its next regular meeting on February 14, 2023, for the second reading and adoption of the ordinance.

Less than two hours prior to the commencement of the February 14, 2023, Council meeting, Mr. Jenkins emailed a letter detailing his legal positions and criticisms of the proposed ordinance to all members of the City Council, the City Administrator, and the City Attorney. A copy of this letter is attached hereto. (See Attachment 1).

Given the complexity of the legal arguments in this letter, and the short time before the Council meeting, the City Attorney asked the City Council to continue the second reading of the proposed ordinance to its next regular meeting on February 28, 2023. The Council agreed and voted to continue the second reading to its meeting on February 28, 2023.

## **DISCUSSION:**

The City Attorney has completed his review and analysis of the legal arguments in Mr. Jenkins' letter, and concluded that there is some merit in his argument(s) and has, therefore, revised the proposed ordinance to correct the possible (and unintentional) constitutional violations in the ordinance as it was originally proposed. For that reason, the City Council must conduct another "first" reading of the ordinance since it was changed since the first reading was conducted on January 24, 2023. Accordingly, if the Council votes to introduce the revised ordinance and conduct the first reading at its meeting this evening, second reading and adoption will take place at the next regular Council meeting on March 14, 2023.

Mr. Jenkins' letter sets forth three main points that the ordinance (as originally proposed) result in it being unconstitutional or otherwise in violation of law. Rather than try to summarize his contentions, they are set forth here as he stated them:

1. Punish the owners of commercial and industrial real property who decline to waive their right against search of their property and business records absent a search warrant issued by a judge upon probable cause, and by removing their right to keep their [property] vacant until they locate a tenant whom the owner finds suitable.
2. By requiring registration of vacant properties, requiring listing with a commercial real estate broker or equivalent, and by imposing warrantless inspection requirements the City is assuming essential ownership rights of control and access over industrial and commercial properties. The City is seizing a significant portion of the allodial ownership rights of the property owner without compensation.
3. By reimposing mandatory warrantless searches of all vacant commercial properties after the [City of Guadalupe] voters repealed substantially similar provisions formerly in Title 5 in a 2014 ballot proposition [Measure W], the Council will violate voters' reserved power to directly legislate on a subject contained in the California Constitution, Article II.

What follows is the City Attorney response to Mr. Jenkins' three contentions:

1. There is merit to the contention that property owners of vacant properties may not be required to consent to warrantless searches of their properties. The ordinance has been revised to address this legitimate concern. However, the ordinance does not require any "search" of any business records. The ordinance requires the owner to provide certain information concerning a vacant commercial building (as defined under the ordinance), and this information is simply required to be provided by the owner of any "vacant" building as part of the required registration form. There is nothing unconstitutional about requiring the owner to provide this information, at least, assuming that there is nothing unconstitutional about the registration requirement itself. (Mr. Jenkins makes this contention in his second point, and it will be further in that context). As for his contention that owners of a "vacant" building have a right to keep their building vacant until a suitable tenant is found, there is nothing in the ordinance that prohibits an owner from doing so. The ordinance only requires that any owner who chooses to keep a commercial or

industrial building vacant for more than 90 days (without actively seeking to sell, lease, or rent it) to submit a registration form and pay a fee (initially and annually so long as the building remains “vacant”). This may be more burdensome on a property owner than not requiring the owner to do these things, but that does not render the registration and associated fees unconstitutional or violative of any laws.

2. Leaving aside the point about warrantless searches (which has been conceded), the remainder of these contentions are meritless. By requiring registration of vacant properties (as defined by the ordinance), the City is not exercising any ownership rights over the property. The City is acting pursuant to its inherent “police power” to protect the health, safety, and welfare of the public. The provision about listing of a vacant property with a commercial real estate broker or equivalent is not a legal requirement, but rather, merely one way that an owner of a vacant building can demonstrate that it meets an exception in the ordinance that would allow the owner to avoid the registration and fee. Since the City is not exercising any ownership rights, “just compensation” is not required.
3. It is not clear which provision of the California Constitution, Article II, that Mr. Jenkins contends the proposed ordinance violates. This Article concerns voting, initiatives, and referenda, and it is asserted in connection with Measure W (2014) approved by the City of Guadalupe voters. This measure repealed the previous provisions in the Guadalupe Municipal Code concerning business licenses. Its main purpose was to increase the amount of business license tax assessed to businesses. While the previous provisions of the Guadalupe Municipal Code may have included provisions about inspections of businesses which for the sake of argument may have been unconstitutional (the City Attorney has not been able to review the previous provisions to confirm this), it is irrelevant (even if true) with respect to the proposed ordinance as revised since the revisions adequately address Mr. Jenkins’ legitimate legal contentions concerning warrantless searches. To the extent that there is any merit whatsoever to Mr. Jenkins’ contentions concerning the voters’ repeal of previous business license inspections, this would, at most, be limited to inspections (or warrantless searches) as a requirement for the issuance of business license and not any other types of inspections (e.g., for health and safety purposes).

The ordinance as originally proposed provided that any owner of a vacant commercial property (as defined by the ordinance) “shall” make the property available for an annual inspection to ensure that the building continues to comply with all health and safety requirements. The use of “shall” was unfortunate and incorrect. The proposed revisions to the ordinance include changing this word to “may” and adds that an owner may decline to grant consent for this annual inspection. (See Attachment 2, which is a copy of the proposed ordinance with the revisions made since the January 24<sup>th</sup> meeting). The revisions also provide that, in case of such a denial, the City may seek an administrative search warrant from a superior court judge, and if granted and if the search results in violations of the City’s Municipal Code, the owner may be responsible to pay the City’s administrative costs pursuant to the procedure set forth in Chapter 8.50 (Property Nuisances) of the Guadalupe Municipal Code. To be clear, had the ordinance as originally proposed been enacted, and had any owners refused to grant consent for an inspection, the City would have obtained an administrative search warrant from a superior court judge anyway since that is already the legal requirement in such situations; however, it is well and good that

Mr. Jenkins objected to this portion of the ordinance (as originally proposed) because this provided the City the opportunity to correct any implication that a warrantless search would actually take place.

Finally, although not specifically objected to by Mr. Jenkins, the ordinance, as originally proposed, required the owner of any vacant building to provide authorization to allow the Guadalupe Police Department to detain or arrest any trespassers at such building pursuant to California Penal Code section 602. This is something that most property owners elect to do on a routine basis since it is a benefit to them, but in light of Mr. Jenkins' objections about forcing a property owner to allow a warrantless search of the property, staff believed it was appropriate to revise this provision of the ordinance so that the property owner would only be "requested" to provide a signed consent form (not required to do so).

As modified to clarify that no warrantless searches of any vacant buildings would take place, staff is comfortable recommending that the City Council introduce the (revised) ordinance on the first reading and continue the item to its next regular meeting on March 14, 2023, for the second reading and adoption.

**FISCAL IMPACT:**

The financial impact is unclear at this time, but will likely include the costs of the implementation of a registration program, including the development of registration forms and tracking and enforcement procedures, some of which will be offset by the collection of registration fees. Code Compliance can also assist to recover enforcement costs of noncompliance with the requirements of the proposed ordinance.

Significant staff time would also initially would be required to implement a registration program, including the development of registration forms and tracking and enforcement procedures. Staff time for ongoing enforcement of the ordinance along with completing required annual inspections would vary depending on the number of vacant buildings. These duties would be shared between the Building Department and Department of Public Safety, if established.

**ATTACHMENTS:**

1. Letter from Stew Jenkins dated February 14, 2023.
2. Ordinance No. 2023-507 entitled "An Ordinance of the City Council of the City of Guadalupe, California, Adding Chapter 8.80 to the City of Guadalupe Municipal Code Concerning Vacant Commercial Property Registration and Property Maintenance."

STEW JENKINS  
ATTORNEY

RECEIVED

FEB 14 2023

CITY OF GUADALUPE  
City Clerk or Deputy Clerk

1336 Morro Street  
San Luis Obispo, CA 93401  
(805) 541-5763 Fax (805) 547-1608  
info@stewjenkins.com

February 14, 2023

The Honorable Mayor of  
The City of Guadalupe Ariston Julian,  
and Council Members  
918 Obispo Street  
Guadalupe, CA 93434

Re: Warning concerning unconstitutional aspects of proposed Ordinance No. 2023-507 to add Chapter 8.80 to the Municipal Code of the City of Guadalupe

Mayor Julian and Council Members:

A number of tax payers of the City of Guadalupe have asked me to review the referenced proposed ordinance. I need to bring to your attention the constitutional impairments implicit in the proposal lest the City subject itself to needless litigation and liabilities. If you have been advised otherwise, please understand that the advice is erroneous.

The illegal provisions of the proposed municipal code Chapter flout preemptive California statutes, impair rights guaranteed under California's Constitution, Article I and II; and impair rights set forth in U.S. Constitution Amendments One, Four, Five and Fourteen.

In summary, particularly when read together with other portions of the City's Municipal Code:

- 1) Punish the owners of commercial and industrial real property who decline to waive their right against search of their property and business records absent a search warrant issued by a judge upon probable cause, and by removing their right to keep their vacant until they locate a tenant whom the owner finds suitable.
- 2) By requiring registration of vacant properties, requiring listing with a

commercial real estate broker or equivalent, and by imposing warrantless inspection requirements the City is assuming essential ownership rights of control and access over industrial and commercial properties. The City is seizing a significant portion of the allodial ownership rights of the property owner, without compensation.<sup>1</sup>

3) By reimposing mandatory warrantless searches of all vacant commercial properties after the voters repealed substantially similar provisions formerly in Title 5 in a 2014 ballot proposition, the Council will violate voters' reserved power to directly legislate on a subject contained in California Constitution, Article II.

The Constitutions of the United States and of the State of California are not legalistic. Each was adopted by the People directly in language for all to understand. I know that each of you took seriously your oath of office to support – to give effect to - the rights guaranteed by both Constitutions. Such was fully explained by a unanimous court, in *Ableman v. Booth* (1858) 62 U.S. 506, and later in *Cooper v. Aaron* (1958) 358 U.S. 1.

A sentence in the Municipal Code requiring an officer, employee or agent to obtain a warrant, if required by law, this is a meaningless sentence. It is well established that refusal to waive the Article I, § 13 and U.S. 4<sup>th</sup> Amendment privilege against unreasonable search does not constitute probable cause to support issuance of a warrant.

Analysis must begin with **Residential Search** provisions of Municipal Code, Title 8, that already violate U.S. law. The Fourth Amendment prohibition against unreasonable searches protects against warrantless intrusions during civil as well as criminal investigations. *Marshall v. Barlow's Inc.* (1978) 436 U.S. 307, 312. The Municipal Code contains no limitation of these warrantless searches (styled inspections) to the four limited industries that the U.S. Supreme Court has held have “such a history of government oversight that no reasonable expectation of privacy ... could exist for a proprietor over the stock of an enterprise.” Those industries? Liquor sales, firearms dealing, mining, and auto junkyards.

A similar scheme of ordinances by the City of Garland was struck down by the Federal Court as violating the Fourth Amendment rights of an owner of residential rental units.<sup>2</sup> Like Guadalupe, the City of Garland had required a permit (Guadalupe's business license) in

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<sup>1</sup> The right to use an individual's property is separately guaranteed under California Constitution, Article I, § 1, which states that among the inalienable rights of Californians' “are enjoying and defending life and liberty, *acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.*” The right to use property includes the right to leave it vacant and fallow. The right to protect one's property includes the right to protect it from intrusion by local governmental officials.

<sup>2</sup> *Dearmore v. City of Garland* (2005) 400 F.S7upp.2d 894; see also *Dearmore v. City of Garland* (2008) 519 F.3d 517 [determining that protection of the commercial fourth amendment rights in the landlord's rental housing units justified an award of private attorney general fees to Dearmore after the City Council repealed by amendment offending parts of its ordinance].

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order to rent out dwelling units, and *required* as a condition to receiving the permit an agreement to an annual inspection whether the rental was occupied or not. Similar to Guadalupe, Garland fined owners who rented without a license, and Garland's ordinance provided for a daily fine for refusing to allow a warrantless inspection. The Court issued an injunction against the City's enforcement of "the Ordinance that requires a person who rents or leases a single-family dwelling to allow an inspection of the rental property as a condition of issuing a permit, and that criminally penalizes a lessor for refusing to allow an inspection" to prevent violation of the Landlord's Fourth Amendment rights. The Court also enjoined the City from enforcing any part of the "Ordinance that requires a person who rents or leases a single-family dwelling to allow an inspection of the rental property as a condition of issuing a permit, or penalizes the lessor for refusing to allow an inspection." *Dearmore v. City of Garland* (2005) 400 F.Supp.2d 894, 906.

In 2015, the Federal District Court of the Southern District of Ohio struck down an ordinance of the City of Portsmouth, similar to that in Guadalupe, which required issuance of a license to rent dwelling units after a required inspection, and an annual inspection thereafter. The Court in *Baker v. City of Portsmouth* did such a good job of summarizing the law concerning warrantless inspections without probable cause that I provide you with several quotations from the case.

'The basic purpose of this Amendment ... is to safeguard the privacy and security of individuals against arbitrary invasions by government officials.' *Camara v. Mun. Court*, 387 U.S. 523, 527 (1967). The Supreme Court has repeatedly held that 'searches conducted outside the judicial process, without prior approval by a judge or a magistrate judge, are *per se* unreasonable subject only to a few specifically established and well-delineated exceptions.' *City of Los Angeles v. Patel*, U.S. \_\_\_, 135 S.Ct. 2443, 2452 (2015). See also *Camara*, 387 U.S. at 528-29 (1967) (noting that 'except in certain carefully defined classes of cases, a search of private property without proper consent is 'unreasonable' unless it has been authorized by a valid search warrant'). This rule, which applies to the states via the Fourteenth Amendment, is applicable to both commercial premises as well as private homes. See *Marshall v. Barlow's, Inc.*, 436 U.S. 311, 312 (1978). *City of Portsmouth*, 2015, WL5822659, pg 3.

"In *Sokolov v. Village of Freeport*, 420 N.E.2d 55 (N.Y. 1981), the Court of Appeals of New York applied the principles of *Camara* to a rental ordinance substantially similar to the Portsmouth ROC in this case. **As here, the challenged ordinance required that landlords obtain a rental permit prior to leasing their property, which required an inspection of the rental property and a penalty for failure to comply—a fine of \$250 was levied for each day a rental property was occupied without a permit. *Id.* at 343-44.** The court held that the rental permit ordinance was unconstitutional 'as it effectively authorizes and, indeed, requires a warrantless inspection of

residential rental property. ‘ *Id.* at 346. In reaching its holding, the court rejected the argument that because the ordinance punished renting without a permit, as opposed to the failure to consent to a search, any inspections under the ordinance was conducted with the consent of the owner. The court noted, ‘[a] property owner cannot be regarded as having voluntarily given his consent to a search where the price he must pay to enjoy his rights under the Constitution is the effective deprivation of any economic benefit from his rental property.’ *Id.*”

*City of Portsmouth*, 2015, WL5822659, pg 4. (**Emphasis added**)

“In this case, the Court is satisfied that the warrantless inspections impact a substantial privacy interest, as ‘*the sanctity of private dwellings [is] ordinarily afforded the most stringent Fourth Amendment protection.*’ *United States v. Martinez-Fuerte*, 428 U.S. 543, 561 (1976). Cf. *California v. Ciraolo*, 476 U.S. 207, 226 (1986) (Powell, dissent) (describing the home as ‘an area where privacy interests are most cherished in our society’);....”

*City of Portsmouth*, 2015, WL5822659, pg 6 (*emphasis added*).

The U.S. Supreme Court also has weighed in on city ordinances mandating inspections in a number of other contexts. In *Camara v. Municipal Court for the City and County of San Francisco* (above), the court held that no forced inspection could occur absent an issuance of an administrative warrant, based on probable cause, for a *particular establishment*. Probable cause to justify the warrant may be based on specific evidence of an existing violation, or on a showing that reasonable legislative or administrative standards exist for conducting the inspection of that particular establishment. *Camara*, 387 U.S. 523, 534. Examples of the kinds of standards the high court was looking for were “the passage of time, the nature of the building (e.g. a multifamily apartment house), or the condition of the entire area.” When considering what an “entire area” is, the Court clearly intended to mean a particularly run down part of a city; and any city that seeks to extend the meaning of “entire area” to cover an entire city seriously would misread the *Camara* decision.

The importance of having a neutral magistrate review the administrative probable cause before issuing a warrant was highlighted by *Camara*, and the reasoning applies to the web set forth in Guadalupe’s municipal code, culminating in the overreach in §8.50.100. Here’s what the Supreme Court said about the harmful effect of this kind of ordinance on tenants:

Under the present system, when the inspector demands entry, the occupant has no way of knowing whether enforcement of the municipal code involved requires inspection of his premises, no way of knowing the lawful limits of the inspector’s power to search, and no way of knowing whether the inspector himself is acting under proper authorization. These are questions which may be reviewed by a neutral magistrate without any reassessment of the basic agency decision to canvass an area. Yet, only by refusing entry and risking a criminal



conviction can the occupant at present challenge the inspector's decision to search. .... The practical effect of this system is to leave the occupant subject to the discretion of the official in the field. This is precisely the discretion to invade private property which we have consistently circumscribed by a requirement that a disinterested party warrant the need to search. .... We simply cannot say that the protections provided by the warrant procedure are not needed in this context; broad statutory safeguards are no substitute for individualized review, particularly when those safeguards may only be invoked at the risk of a criminal penalty. *Camara*, 387 U.S. 523, 532-33 (emphasis added).

### Commercial & Industrial Properties

On the same day that *Camara* was decided, in a companion opinion, the U.S. Supreme Court interpreted the safeguards of the Fourth Amendment as applying to commercial property. In *See v. The City of Seattle*<sup>3</sup> the court considered a conviction of Norman See, who had refused a warrantless inspection by the Fire Department of his locked commercial warehouse *required* by a municipal ordinance. Similar to the Guadalupe Municipal Code, Seattle's ordinance made it "the duty of the Fire Chief to inspect and he may enter all buildings and premises, except the interiors of dwellings, as often as may be necessary for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, ...." Notably, Seattle's ordinance did not go so far as to make the Police/Fire Chief the inspector for building code violations. Nor did the Court limit its decision to fire inspections.

The Supreme Court held, in *See*, that:

"..., we see no justification for so relaxing Fourth Amendment safeguards where the *official inspection* is intended to aid enforcement of laws prescribing *minimum physical standards for commercial premises*. As we explained in *Camara*, a search of private houses is presumptively unreasonable if conducted without a warrant. The businessman, like the occupant of a residence, has a constitutional right to go about his business free from unreasonable official entries upon his private commercial property. The businessman, too, has that right placed in jeopardy if the decision to enter and inspect for violation of regulatory laws can be made and enforced by the inspector in the field without official authority evidenced by warrant." *See*, 387 U.S. 541, 543.

"...the decision to enter and inspect will not be the product of the *unreviewed discretion* of the enforcement officer in the field." *See*, 387 U.S. 541, 545 (*emphasis added*)

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<sup>3</sup> (1967) 387 U.S. 541  
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“We therefore conclude that administrative entry, without consent, upon the portions of commercial premises which are *not open to the public* may only be compelled through prosecution or physical force within the framework of a warrant procedure.” See, 387 U.S. 541, 545 (*emphasis added*).

*It should be obvious that a vacant commercial or industrial building is not open to the public.*

California’s own Courts have confirmed that depriving a person of the right to conduct business as a penalty for asserting Fourth Amendment protections by refusing an inspection will not be tolerated. See *California Restaurant Association v Henning* (1985) 173 Cal.App.3d 1069.

### **California adopted Preemptive Administrative Warrant Statutes in 1968**

Code of Civil Procedure §§ 1822.50 – 1822.60 set forth all the conditions within which an administrative inspection warrant must issue. GMC § 8.50.100 contains no standards on which to issue the warrant (unless it be the constitutionally protected right to refuse entry) and conflicts with the limitations set forth in these state statutes.

To sum up: Guadalupe Municipal Code §8.50.100 was adopted in violation of the voters reserved rights when they adopted Measure W repealing inspections; those inspections violate owners, tenants, and business owners’ right to be free of mandatory official inspections without issuance of a judicial warrant, based on probable cause; constitute a taking without probable cause; and are unlawful under preemptive California statutes.

### **Taxpayer and Citizen standing to Correct Unlawful City Actions**

California law provides standing to challenge unconstitutional ordinances, actions and policies of municipalities. Code of Civil Procedure, § 526a, provides that *any* citizen resident or property owner who has been assessed or paid a tax may bring an action to obtain a judgment, restraining and preventing any *illegal* expenditure or injury to property against a county or city, and that the action may be maintained against any officer, agent or other person acting in its behalf.<sup>4</sup>

You will immediately understand that the term *illegal* in the statute refers actions by a city that violate preemptive state or federal statutes, or the state or federal constitution(s). A long line of California cases also has recognized the standing of any citizen to challenge unconstitutional acts, or acts by cities which violate preemptive federal or state statute.

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<sup>4</sup> The artful drafting of Guadalupe Municipal Code 5.04.590, when compared to the superseding effect of C.C.P. § 526a empowering city tax payers, serves as a relevant example of the Municipal Code’s ineffective attempt to impair the individual rights of City residents and property owners. It might well serve to evidence specific intent to impair those rights.

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I urge you to reject adoption of Ordinance No. 2033-507, and respectfully suggest that by voting to reject the ordinance you will serve to protect the residents and taxpayers of Guadalupe.

Sincerely,

A handwritten signature in black ink, appearing to read "Stew Jenkins". The signature is written in a cursive style with a large, sweeping initial "S".

Stew Jenkins

## ORDINANCE NO. 2023-507

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, ADDING CHAPTER 8.80 TO THE CITY OF GUADALUPE MUNICIPAL CODE CONCERNING VACANT COMMERCIAL PROPERTY REGISTRATION AND PROPERTY MAINTENANCE**

**WHEREAS**, vacant buildings contribute to blight in the city, discourage economic development, diminish appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards; and

**WHEREAS**, it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare; and

**WHEREAS**, vacant buildings result in increased expenditures for police, fire, and code enforcement inspections and calls; and

**WHEREAS**, in addition to posing a threat to environmental health, vacant commercial buildings can thwart potential community development, fiscal, and economic opportunities of the City as a result of a decline in property values and environmental degradation, making it more difficult to attract private and public investments and making revitalization strategies more difficult to implement.

**WHEREAS**, it is desirable for the maintenance of public health, safety, and welfare and to improve economic development opportunities for the City to maintain an accurate registration of all vacant commercial buildings, which will help to decrease the number of vacant commercial buildings by encouraging owner to actively market their properties for sale, lease, or rent.

**NOW, THEREFORE**, the City Council of the City of Guadalupe does ordain as follows:

**SECTION 1.** Chapter 8.80 of the Guadalupe Municipal Code is hereby added to read as follows:

**Chapter 8.80 - VACANT COMMERCIAL PROPERTY REGISTRATION AND PROPERTY MAINTENANCE****8.80.010 Purpose.**

Recognizing that vacant buildings contribute to blight in the city, discourage economic development, diminish appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards, it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. The City Council finds that vacant buildings result in increased expenditures for police, fire, and code enforcement inspections and calls. Maintenance of public

health, safety, and welfare thus requires the city to maintain an accurate registration of all vacant commercial buildings and to impose each of the requirements, procedures, and penalties set forth herein. The ordinance codified in this chapter shall be known as the "vacant commercial property registration and property maintenance ordinance," and is hereinafter referred to within this Chapter 8.80, as "this chapter."

#### **8.80.020 - Definitions.**

For the purposes of this chapter, the following terms are defined as set out in this section:

A. "Commercial building" means a building, accessory structure, mobile or modular structure, or other structure adapted to permanent occupancy for commercial or industrial purposes, and which is located within either the Commercial Services, Mixed-Use, General Commercial, Neighborhood Commercial, Industrial-Commercial, Commercial Recreation, General Industrial, or Urban Reserve/Light Industrial zoning designations. A "commercial building" also includes any structure, or any portion of a structure, located within the city and designed or intended for occupancy as a hotel or motel.

B. "Commercial unit" means each separate space within a commercial building designed or intended for occupancy.

C. "Secured" means treated with such measures as may be directed by the Building Official or his or her designee that assist in rendering the vacant building inaccessible to unauthorized persons, squatters, and trespassers, including, but not limited to, the closure, locking, padlocking, chaining, repair and/or boarding of fence(s), wall(s), gate(s), window(s), door(s), including walk-through, sliding and/or garage doors, and/or other openings of such size that may allow a child access to the interior of the structure/property. In case of broken windows, "secured" includes the re-glazing or boarding of the window. Boarding shall be completed to a minimum of the current United States Department of Housing and Urban Development (HUD) securing standards at the time the boarding is completed or required, and shall additionally require painting the boards with an exterior grade paint that matches the color of the building.

D. "Unsecured" means any building that is accessible through a compromised, breached, or broken gate, fence, wall, window, door, or similar entry points and/or is unsecured so as to allow access to any interior space by unauthorized persons or trespassers.

E. "Vacant commercial building" means a commercial building where greater than fifty percent of the commercial units within the building have been unoccupied for over ninety days. Notwithstanding the foregoing sentence, a commercial building shall not be considered vacant if:

1. There is a valid building permit for alterations or rehabilitation, excluding standard maintenance and repairs, of the commercial building and the owner completes the alterations or rehabilitation, within one year from the date the initial permit was issued, unless the Director of Public Safety, after consultation with the Planning Director and/or Building Official, and with the consent of the City Administrator, determines that good cause exists to extend to the owner an additional period of time to complete the alterations or rehabilitation of the commercial building; or

2. The owner or leaseholder has filed an application for and is actively seeking to obtain authorization, permits, or a license required by state or local law permitting the lawful use and occupancy of the commercial building; or

3. In the case of a structure or portion of a structure designed or intended as a hotel or motel, the owner or operator is actively engaged in operating such premises as a hotel or motel. At a minimum, active engagement as a hotel or motel requires that the owner or operator participate as a certified registrant of the Transient Occupancy Tax Ordinance of the City of Guadalupe (Chapter 3.20 of the Guadalupe Municipal Code) with respect to such premises.

**8.80.030 Property owner's obligation to register a vacant commercial building; registration fee.**

A. The owner(s) of a vacant commercial building shall within ninety days after the effective date of this chapter, or after it has become vacant, whichever occurs later, register the commercial building with the Building and Planning Department on a form provided by the department.

B. The annual registration fee, based on gross square footage, in an amount established by City Council resolution, shall accompany the registration form. The registration payment deadline will serve as the date for calculating an annual renewal fee which shall be paid every year the commercial building remains vacant. Funds derived from said fee shall be used to offset the city's cost of inspection, administration, and enforcement under this chapter.

1. An owner shall not have to pay the annual renewal fee if his or her building meets all codes, does not contribute to blight, is ready for occupancy, is being maintained and monitored as required by this chapter, and can provide satisfactory evidence that the vacant commercial building is actively being offered for sale, lease, or rent. Satisfactory evidence shall include, but is not limited to, evidence that the owner has an active contract with a real estate agent or other rental agent who advertises and promotes the vacant commercial building for rent, lease or sale, or proof that the vacant commercial building is offered for rent, lease or sale on the Multiple Listing Service or any other comparable real estate listing service.

C. Any subsequent owner or majority owner of a vacant commercial building must register or re-register the building with the city designated officer within thirty days of any transfer of any ownership interest in the building.

D. Vacant commercial buildings subject to this chapter shall remain under the annual registration, security, and maintenance requirements of this chapter as long as the properties remain vacant. However, if the owner rents the building to a tenant who occupies the premises in a manner that complies with this chapter and with all other applicable provisions of state and local law prior to the registration payment deadline, the building shall be removed from the department's registry and the owner need not pay the registration fee, and if rented after the registration fee is paid, the building will be removed from the registry and the owner may request a prorated refund of the registration fee.

E. If any owner fails to register a vacant commercial building as required by this chapter, the Building and Planning Department may register the vacant commercial building and impose the annual registration fee on the owner. Notice of such registration shall be made pursuant to Section 8.50.120.A. The notice shall state the amount due for the registration fee and shall constitute enrollment in the city's vacant commercial building registration program. The notice shall further advise that the owner must comply with all requirements of this chapter and submit all of the information required within Section 8.80.040 within ten days following service of such notice. The failure to pay the registration fee and submit all required information following service of such notice is a violation of this chapter, shall constitute a public nuisance, and shall be subject

to the penalties and procedures set forth in Section 8.50 (Property Nuisance) and/or Title 1. The city may collect any unpaid registration fee by use of any method authorized by law, including procedures set forth in Chapter 8.50.

#### **8.80.040 - Registration requirements.**

A. The required registration shall be submitted on the form provided by the city and shall include:

1. The name, current mailing address, phone number and any other contact information of the owner as well as the names and addresses of all known lien holders and all other parties with a legal or equitable ownership interest in the building.

2. If the owner(s) of the vacant building or property resides out of Santa Barbara or San Luis Obispo Counties, for at least six months a year, then they must provide the information for a local property manager or designated responsible person(s) with authority to act with respect to the property, including name, current mailing address, phone number and any other contact information of the owner's property manager or other designated responsible person(s).

3. Situs addresses of the commercial building and the Assessor Parcel Number(s).

4. Square footage and occupancy rating(s) of the commercial building.

5. Most recent permitted use(s) of the commercial building.

6. Period of time the commercial building is expected to remain vacant, and a plan and timetable for returning the commercial building to appropriate occupancy or use.

7. Statement as to whether there is fire and liability insurance coverage.

8. Methods by which the owner has secured the commercial building against unauthorized entry.

9. Other information as the department(s) may require.

B. Upon registration of a vacant commercial building, the owner ~~shall be required~~will be asked to provide authorization to the City of Guadalupe Police Department to detain or arrest for trespassing pursuant to California Penal Code Section 602, any persons found on the property without the owner's consent or without lawful purpose.

C. Pursuant to the registration requirements of this subsection, for every subsequent year a commercial building remains vacant beyond the initial registration, the owner of the vacant building must:

1. Re-register the building and pay appropriate fees, and

2. Submit an updated plan for returning the vacant building to appropriate occupancy or use.

#### **8.80.050 Maintenance and security requirements.**

The property owner(s) or designated responsible person(s) shall maintain properties subject to registration pursuant to this chapter as required by this chapter and any other applicable provisions of federal, state, or local law, and shall take any other action necessary to prevent giving the appearance that the property is abandoned or unmaintained, including but not limited to, the following:

A. Property shall be maintained free of weeds, dry brush, dead vegetation, trash, junk, debris, and excessive foliage growth that diminishes the value of surrounding properties and/or causes a blight.

B. Property shall be maintained free of any excess building materials; any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law); discarded personal items, including but not limited to furniture, clothing, large and small appliances, printed material.

C. Property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure and completely conceals such graffiti, tagging, or similar markings.

D. Exterior shall be cleared of any advertisements or signage of previous businesses.

E. To the extent permitted by law, any vacant commercial building shall be secured, as defined in this chapter.

#### **8.80.060 Additional authority.**

In addition to the enforcement remedies established in this chapter or otherwise by law, the building official or his or her designee shall have the authority to require the beneficiary, trustee, owner, or owner of record of any property subject to this chapter to implement additional maintenance or security measures, including but not limited to securing any and all doors, gates, windows or other openings, installing additional security lighting, increasing onsite inspection frequency, or other measures as may be reasonably required to prevent the decline of the condition or appearance of the property.

#### **8.80.070 Signage requirements.**

Any vacant commercial building shall be posted with the name and twenty-four-hour contact phone number of the trustee, beneficiary, owner, realtor, or a local property management company that must be retained by an out-of-area beneficiary, trustee, or owner. The posting shall be no less than eighteen inches by twenty-four inches and shall be of a font that is legible from a public right of way and shall contain along with the name and twenty-four-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street or secured to the exterior of the building or structure facing the street to the front of the property so it is visible from the street; if no such area exists, the posting shall be placed on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior postings must be constructed of and printed with weather resistant materials.

#### **8.80.080 Annual inspection requirement.**

A city designated officer, including the Director of Public Safety or the building official, or their appointee(s), may inspect or cause to be inspected any premises in the city for the purposes



of enforcing and assuring compliance with the provisions of this chapter and safeguarding the health, safety, and welfare of the general public. Upon the request of the city designated officer or designated appointee, an owner ~~shall~~ may provide access to all interior portions of any vacant commercial building or suspected vacant commercial building in order to permit a complete annual inspection. The owner(s) may decline to provide grant consent for such inspection(s); however, a city designated officer(s) may request an administrative search warrant pursuant to California Code of Civil Procedure sections 1822.50, et seq. If such search warrant is granted and if any search reveals any violations of Chapter 8.50 or other relevant section(s) of this Code, the owner(s) may be subject to pay for the administrative costs incurred by the City in investigating or abating such violations as authorized by relevant provisions of Chapter 8.50 of the Guadalupe Municipal Code.

~~The Director of Public Safety or a designated appointee is authorized to enter and inspect, or cause to be inspected, all vacant commercial buildings and premises for the purpose of conducting an annual fire code compliance inspection.~~

#### **8.80.090 Owner inspection requirements.**

The owner(s) or their local property manager or other designated responsible person(s) if the owner resides out of San Luis Obispo or Santa Barbara Counties more than six (6) months a year shall inspect the vacant commercial building on a monthly basis to determine if the building remains in compliance with this chapter or if notification of noncompliance is reported to the owner(s). The property shall be brought back into compliance with this chapter within five days of it becoming out of compliance herewith.

#### **8.80.100 Penalties—Procedures.**

A. Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this chapter shall be subject to prosecution, public nuisance abatement and/or administrative enforcement pursuant to Title 1 and/or Chapter 8.50 of the Guadalupe Municipal Code, and/or any other enforcement and legal remedies available to the city under the law.

B. All administrative or civil penalties assessed shall be payable directly to the city.

C. Any and all administrative or civil penalties assessed under this section shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the city to pursue any and all available legal remedies for the enforcement and collection of such penalties; including but not limited to, civil actions being filed in any court of competent jurisdiction, abatement of nuisances maintained in violation of this chapter, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this chapter.

D. In addition to all other lawful remedies available to the city to address any violation of this chapter, the Director of Public Safety or his or her designee may issue an administrative citation and fine pursuant to Guadalupe Municipal Code Chapter 1.11 and/or a compliance order with or without administrative penalties pursuant to Guadalupe Municipal Code Chapter 1.10 upon any owner of a registered vacant commercial building that has remained in a continuously vacant condition at the time of the second annual inspection. An additional administrative penalty may

be imposed upon an owner if the owner's building remains vacant one hundred eighty days following the first administrative penalty. Additional penalties may be imposed semi-annually as long as the building remains vacant. A second and any subsequent penalty shall be in an amount not to exceed one thousand dollars.

**8.80.110 Declaration of public nuisance.**

Pursuant to the city's police powers authorized in Article XI, Section 7 of the California Constitution, and other provisions of California law, including, but not limited to, California Government Code Section 38771, the city council hereby declares that violation of this chapter, including but not limited to the registration, inspection, maintenance and security requirements of this chapter shall constitute a public nuisance and shall be subject to abatement in accordance with Chapter 8.50 (Property Nuisance).

**SECTION 2.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CEQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

**SECTION 3.** 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 4.** 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 5.** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**INTRODUCED** at a regular meeting of the City Council on the 28<sup>th</sup> day of February 2023, and **PASSED AND ADOPTED** at a regular meeting of the City Council on the 14<sup>th</sup> day of March, by the following roll call vote: **Motion**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Todd Bodem, Deputy City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Ordinance, being Ordinance, being Ordinance No. 2023-507 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 14, 2023, and that same was approved and adopted.

**ATTEST:**

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Todd Bodem, Deputy City Clerk

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Ariston Julian, Mayor

**APPROVED AS TO FORM:**

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Phillip F. Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE  
Agenda of February 28, 2023**

*Todd Bodem*

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

**SUBJECT:** Appointment of Councilmembers to Various Boards and Committees

**RECOMMENDATION:**

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

**BACKGROUND:**

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

Attached is the City's Local Appointment List of Boards and Committees, maintained by the Administration Dept. (Attachment 1). These pages contain information about each of the boards, including the current representatives and alternates, as well as the purpose of the various boards. Council members should review the Committee List and prepared to indicate your interest in serving during Council discussion on this item. Please also keep in mind that where Committee qualifications do not require an elected official the Council may choose to fill a committee position with a staff member to ensure the City is represented.

**FISCAL IMPACT:**

Only one of the seven boards and committees provides a stipend to its members. SBCAG independently pays a \$100 per meeting stipend to its Board member. Travel expenses incurred by Councilmembers to various board and committee meetings have not historically been provided to Councilmembers.

**Impact to the Community:**

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

**ATTACHMENTS**

1. Council Appointments to Boards and Committees List



## **CITY OF GUADALUPE**

### **LOCAL APPOINTMENT LIST**

#### **BOARDS \* COMMITTEES**

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

Questions may be directed to the Administration Office:

Phone: (805) 356-3891

Fax: (805) 343-5512

E-mail: [juana@ci.guadalupe.ca.us](mailto:juana@ci.guadalupe.ca.us)

Address: 918 Obispo Street  
Guadalupe, CA 93434

## **SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS (SBCAG)**

### **DUTIES AND QUALIFICATIONS:**

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

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

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

For more information please visit: [www.sbcag.org](http://www.sbcag.org)

### **MEMBERSHIP:**

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

### **CURRENT MEMBERS:**

**Mayor Ariston Julian** (also serves on the North County Sub-regional Planning Committee and CalVans Board<sup>1</sup>)  
**Councilmember Liliana Cardenas** (Alternate)

### **MEETING SCHEDULE:**

Meets at 10:00 a.m. the third Thursday of each month. A stipend is paid by SBCAG in the amount of \$100 per meeting to the representative Mayor/Councilmember or alternate to attend its meetings with a maximum of \$400 per month.

### **MEETING LOCATIONS (ALTERNATES):**

**Will probably be via Zoom or attendance in North County hearing room until further notice.**

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

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

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

**Santa Barbara County Association of Governments**  
**Board of Directors**

**2023 Meeting Schedule**

Meetings are held on the 3<sup>rd</sup> Thursday of each month.

Meetings normally convene at 10:00 AM and generally conclude by 12:00 PM.

<b><u>Dates</u></b>	<b><u>Locations</u></b>
January 19	Santa Maria
<b>February 16</b>	TBD
March 16	TBD
<b>April 20</b>	TBD
May 18	TBD
<b>June 15</b>	TBD
July 20	TBD
<b>August 17</b>	TBD
September 21	TBD
<b>October 19</b>	TBD
November 16	TBD
<b>December 21</b>	TBD

**SANTA BARBARA** Board of Supervisors Hearing Room  
 105 East Anapamu Street, 4<sup>th</sup> Floor  
 Santa Barbara, CA 93101

Remote Testimony Location:  
 Santa Maria Board of Supervisors Conference Room  
 511 East Lakeside Parkway, Santa Maria, CA 93455

**SANTA MARIA** Board of Supervisors Hearing Room  
 511 East Lakeside Parkway  
 Santa Maria, CA 93455

Remote Testimony Location:  
 Santa Barbara Board of Supervisors Hearing Room  
 105 East Anapamu Street, 4<sup>th</sup> Floor, Santa Barbara, CA 93101

## North County Subregional Planning Committee

### **2023 Meeting Schedule**

Meetings are held on the second Wednesday of the month. Meetings convene at 10:00 AM and generally conclude by 12:00 PM.

An e-mail will be sent prior to the meeting date notifying you that the agenda and staff reports have been posted to the SBCAG website at [Santa Barbara County Association of Governments - Home \(civicweb.net\)](http://SantaBarbaraCountyAssociationofGovernments-Home.civicweb.net). Should a meeting be cancelled, you will be notified by e-mail.

<b><u>Dates</u></b>
January 11
February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 11
November 8
December 13

### **Meeting Location**

**Via Zoom until further notice**



## **AIR POLLUTION CONTROL DISTRICT BOARD OF DIRECTORS**

### **DUTIES AND QUALIFICATIONS:**

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

For more information please visit: <https://www.ourair.org/>

### **MEMBERSHIP:**

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

### **CURRENT MEMBERS:**

**Mayor Ariston Julian**  
**Councilmember Tony Ramirez (Alternate)**

### **MEETING SCHEDULE:**

The APCD Board meets seven times a year, on the third Thursday of January, March, and May in Santa Barbara; and in June, August, October and December in Santa Maria at 1:00 p.m. in the Board of Supervisors' Hearing Room.

### **MEETING LOCATION (ALTERNATES):**

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

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

## **CENTRAL COAST WATER AUTHORITY**

### **DUTIES AND QUALIFICATIONS:**

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

For more information please visit: [www.ccwa.com](http://www.ccwa.com)

### **MEMBERSHIP:**

Each member water entity appoints its own representative.

### **CURRENT MEMBERS:**

**Mayor Ariston Julian**  
**Councilmember Tony Ramirez (Alternate)**

### **MEETING SCHEDULE:**

Meets on call, usually on a monthly basis.

### **MEETING LOCATION:**

Central Coast Water Authority  
255 Industrial Way  
Buellton, CA 93427

## **TWITCHELL MANAGEMENT AUTHORITY**

### **DUTIES AND QUALIFICATIONS:**

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

For more information please visit:

<https://www.cityofsantamaria.org/city-government/departments/utilities-sewer-water-trash/twitchell-management-authority-documents>

### **VOTING MEMBERS**

City of Guadalupe  
City of Santa Maria  
Golden State Water Company  
Stipulating Landowners Group

### **NON-VOTING MEMBERS**

Santa Maria Valley Water Conservation District

### **CURRENT MEMBERS:**

**Mayor Ariston Julian- Primary**  
**Councilmember Eugene Costa Jr.**

### **MEETING SCHEDULE:**

Meetings take place on a quarterly basis.

### **MEETING LOCATION:**

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

## **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (JPIA)**

### **DUTIES AND QUALIFICATIONS:**

The Executive Committee provides policy and governance direction to the Authority's staff on the California JPIA's programs and services.

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

For more information please visit: <https://cipia.org/about/meetings-agendas/>

### **MEMBERSHIP:**

The City Council nominates one member and one alternate.

### **CURRENT MEMBERS:**

**Councilmember Liliana Cardenas**  
**Councilmember Tony Ramirez (Alternate)**

### **MEETING SCHEDULE:**

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

### **MEETING LOCATION:**

California JPIA  
8081 Moody Street  
La Palma, CA 90623

## **GUADALUPE SENIOR CENTER ADVISORY COMMITTEE**

### **DUTIES AND QUALIFICATIONS:**

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

### **MEMBERSHIP:**

The City Council nominates one member and one alternate.

### **CURRENT MEMBERS:**

**Mayor Ariston Julian**  
**Councilmember Gilbert Robles (Alternate)**

### **MEETING SCHEDULE:**

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

### **MEETING LOCATION:**

Guadalupe Senior Center

## **RESILIENCE-GUADALUPE LEADERSHIP TEAM**

This is a leadership team that works with Los Amigos de Guadalupe (LADG) to give feedback, suggestions and direction to the LADG team on the Resilience -Guadalupe Plan.

### **CURRENT MEMBERS:**

**Councilmember Liliana Cardenas**  
**Mayor Ariston Julian**

## **MICROENTERPRISE ADVISORY COMMITTEE**

Los Amigos de Guadalupe (LADG) developed CDBG microenterprise assistance guidelines which were approved August 11, 2020. The Load Advisory Committee (LAC) shall have an odd number of members. The membership of the LAC will be approved by the Guadalupe City Council. The Load Advisory Committee shall volunteer for this board. The LAC membership is as follows:

1. The City of Guadalupe Finance Director
2. Designated staff member of the Economic Development Collaborative (EDA)/Small Business Development Center.
3. Member of the City of Guadalupe Council, assigned by the Mayor.

Loan Advisory Committee members are responsible for reviewing each loan application funding proposals and making recommendations to a Guadalupe City Council Approved Grantee staff. Load Advisory Committee may request additional information and or attached contingencies for final approval and loan, grant or forgivable loan closing.

### **CURRENT MEMBERS:**

**Councilmember Liliana Cardenas**  
**Staff: Lorena Zarate, Finance Director**

**CITY OF GUADALUPE BOARD APPOINTMENTS 2023-2024**  
**Effective: February 28, 2023 - December 10, 2024**

<b>BOARD/COMMISSION</b>	<b>2023-2024</b>	
	<b>PRIMARY</b>	<b>ALTERNATE</b>
<b>Santa Barbara County Association of Governments (SBCAG)</b>		
<b>Santa Barbara County Air Pollution Control District (APCD)</b>		
<b>Central Coast Water Authority (CCWA)</b>		
<b>Twitchell Management Authority</b>		
<b>California Joint Powers Insurance Authority</b>		
<b>Guadalupe Senior Center Advisory Committee</b>		
<b>Resilience- Guadalupe Leadership Team</b>		
<b>Microenterprise Advisory Committee</b>		