



## AGENDA REPORT

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### SUBJECT/TITLE:

**AGREEMENT BETWEEN CITY OF GUADALUPE AND UNION PACIFIC RAILROAD (UPRR) TO ENGAGE IN PRELIMINARY ENGINEERING ACTIVITIES FOR THE FUTURE CITY-OWNED BRIDGE ACROSS THE SANTA MARIA RAILROAD SPUR (SMRR) WITHIN THE DJ FARMS SPECIFIC PLAN.**

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### RECOMMENDATION:

- 1. ADOPT RESOLUTION NO. 2018-24 TO AUTHORIZE MAYOR TO EXECUTE THE CONTRACT WITH UPRR TO ENTER INTO AN AGREEMENT FOR BRIDGE PRELIMINARY ENGINEERING.**

### EXECUTIVE SUMMARY:

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Overview-The City will ultimately own and maintain the proposed bridge within the DJ Farms project. Without the privilege of being closely involved with the design process, lifespan determination, and future maintenance requirements, the City risks accepting facilities not suitable for Guadalupe's resources. Being the sponsor puts Guadalupe in the central seat during highly technical discussions and development of agreement language.

Below is an email excerpt from the Applicant's railroad consultant outlining the UPRR process:

1. The agreement will cover all engineering review of the project until final PS&E (Plans, Specifications & Engineering) documents for the construction of the project are finalized.
2. Besides the PS&E documents this agreement also will entail the negotiation of the Construction & Maintenance (C&M) Agreement for the project.
  - a. Review of C&M Agreement language
  - b. Review of UPRR license and easement agreement language
  - c. Review of Exhibit attachments to the Agreement
  - d. Negotiation of the costs and payment of any license and easement agreement (appraisal values of the easements) – At this time only an Aerial Easement over the UPRR right of way for the grade separation is expected. No footing easements are expected. There may be other agreements for the emergency crossing.
  - e. Review and agreement with UPRR's cost estimates for flagging, inspection and any other railroad work needed for the project.
  - f. Since the agreement for the grade separation is with the City all payments to the UPRR will flow through the City.
3. The agreement will also include developing the California Public Utilities Commission (CPUC) General Order 88B application for the project.
  - a. Participation in the Field Diagnostic Meeting
  - b. Review of the application language
  - c. The City will be the Applicant for the application and will sign the application
  - d. The City will be named in the CPUC's "Order to Construct".

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**FISCAL IMPACT:**

Initial Cost for preliminary engineering is \$25,000. However, the Applicant is willing to deposit the full amount consistent with the City's Full-Cost Recovery policy. It is expected that there should be no out of pocket expenses for the City during the design and construction phases.

**ALTERNATIVE OPTIONS:**

**Do not approve agreement and provide alternate direction to staff.**

The impact of not accepting the sponsor role puts the City outside the design and construction process, which includes negotiating inspection and maintenance requirements that could easily be outside the City's capacity. Without preliminary engineering leadership, the City's responsibilities could be defined without representation. This could put the City in a long-term disadvantaged position regarding how it manages its own bridge.

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**ATTACHMENTS:**

1. Resolution No. 2018-24
2. Agreement Letter
3. Email from RR consultant

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Prepared by: Richard Jamar, PW Director

Meeting Date: 08 May 2018

City Administrator Approval: \_\_\_\_\_

*WR*

**RESOLUTION NO. 2018-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
APPROVING THE UPRR PRELIMINARY ENGINEERING AGREEMENT**

**WHEREAS**, the DJ Farms Specific Plan permits a bridge across the Santa Maria Railroad (SMRR) Spur, owned by Union Pacific Railroad (UPRR); and

**WHEREAS**, the City will acquire the bridge asset and be responsible for the future maintenance of same; and

**WHEREAS**, the City would like to make beneficial decisions during preliminary engineering to mitigate impacts to the city; and

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

**SECTION 1.** The City of Guadalupe does hereby accept the UPRR Preliminary Engineering Agreement; and

**SECTION 2.** The City Council directs staff to obtain Full-Cost Recovery of expenses; and

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of May, 2018 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2018-24**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:

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



May 8, 2018

## AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Crossing: New  
State CA City Guadalupe  
MP 277.25 Santa Barbara Subdivision, Guadalupe Spur  
Obispo Street / DOT # Pending  
Santa Barbara County

Daniel Z. Moreno  
Manager, Industry & Public Projects  
Union Pacific Railroad  
2015 S. Willow  
Bloomington, CA 92316

Dear Mr. Moreno:

Plans are being prepared to construct a grade separation at the location referenced above. The proposed work includes the development of a new residential housing tract with the proposed grade separation giving vehicular access to a portion of the housing tract. In connection with the project, the City of Guadalupe (Agency) considers it necessary for the successful advancement of the project for your company to collaborate in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts
- submit current train and switching moves

The Agency authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. The Railroad has estimated that these preliminary engineering and other preliminary costs will be \$25,000.00. Payment will be made within thirty (30) days from the Agency's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to Agency's Project Number ( ) and forward Invoices to Cruz Ramos, City Administrator.

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company and submit them at your earliest convenience so that they may be

attached to the railroad generated Construction & Maintenance (C&M) agreement.

This agreement is intended to address Preliminary Engineering. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, Union Pacific will continue to work with the Agency to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, at no cost to the railroad.

The Agency and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the Agency after the plans and cost estimates have been approved.

Please contact Cruz Ramos at telephone number (805) 356-3891, or via email at [cramos@ci.guadalupe.ca.us](mailto:cramos@ci.guadalupe.ca.us) if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

John Lizalde  
Mayor  
City of Guadalupe, CA

UNION PACIFIC RAILROAD COMPANY

By \_\_\_\_\_ Date \_\_\_\_\_

Name and Title Daniel Z. Moreno Manager Industry & Public Projects

Attachment(s)

cc:

**Richard Jamar**

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**From:** Long, Larry G. <Larry.Long@wilsonco.com>  
**Sent:** Thursday, May 3, 2018 11:04 AM  
**To:** Richard Jamar  
**Cc:** Craig Smith; Long, Larry G.  
**Subject:** UPRR Preliminary Engineering Agreement

Richard,

To further our discussion on the UPRR Preliminary Engineering Agreement, there are a number of reasons for the City to lead this effort with the UPRR.

1. This agreement will cover all engineering review of the project until final PS&E (Plans, Specifications & Engineering) documents for the construction of the project are finalized.
2. Besides the PS&E documents this agreement also will entail the negotiation of the Construction & Maintenance (C&M) Agreement for the project.
  - a. Review of C&M Agreement language
  - b. Review of UPRR license and easement agreement language
  - c. Review of Exhibit attachments to the Agreement
  - d. Negotiation of the costs and payment of any license and easement agreement (appraisal values of the easements) – At this time only an Aerial Easement over the UPRR right of way for the grade separation is expected. No footing easements are expected. There may be other agreements for the emergency crossing.
  - e. Review and agreement with UPRR's cost estimates for flagging, inspection and any other railroad work needed for the project.
  - f. Since the agreement for the grade separation is with the City all payments to the UPRR will flow through the City.
3. The agreement will also include developing the California Public Utilities Commission (CPUC) General Order 88B application for the project.
  - a. Participation in the Field Diagnostic Meeting
  - b. Review of the application language.
  - c. The City will be the Applicant for the application and will sign the application.
  - d. The City will be named in the CPUC's "Order to Construct".

**Larry G. Long**  
*Vice President*

**Wilson & Company, Inc., Engineers & Architects**  
625 Carnegie Dr. Ste# 100 | San Bernardino, CA 92408  
909-806-8000 Office | 909-806-8002 Direct | 951-233-9948 Mobile | 909-806-8099 Fax  
[www.wilsonco.com](http://www.wilsonco.com) | [Larry.Long@wilsonco.com](mailto:Larry.Long@wilsonco.com)

*I contribute to the success of my company and the organizations we serve by building and sustaining positive relationships.  
discipline | intensity | collaboration | shared ownership | solutions*

Confidential/Proprietary Note: The information in this email is confidential and may be legally privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient of this message, any review, disclosure, copying, distribution, retention, or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. If you are not the intended recipient, please reply to or forward a copy of this message to the sender and delete the message, any attachments, and any copies thereof from your system. Thank you.



## AGENDA REPORT

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### **SUBJECT/TITLE:**

**RETAIN A PROFESSIONAL SURVEY CONSULTANT TO ASSIST THE CITY OF GUADALUPE IN THE TIMELY PROCESSING OF THE FINAL MAP FOR TRACT 29062 (MASTER LOT 5-DJ FARMS). THE CONSULTANT WILL SIGN ON THE FINAL MAP AS CITY SURVEYOR, ONCE THE MAP MEETS ALL LEGAL REQUIREMENTS.**

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### **RECOMMENDATION:**

- 1. ADOPT RESOLUTION NO. 2018-25 TO AUTHORIZE MAYOR TO EXECUTE THE CONTRACT ACCEPTING THE STANTEC PROFESSIONAL SERVICES CONTRACT, AND DIRECT STAFF TO ENFORCE FULL-COST RECOVERY FOR EXPENSES INCURRED.**

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### **EXECUTIVE SUMMARY:**

**Overview-**The City wishes to expedite the final map processing by retaining a survey consultant. The recent lot changes in the final map have caused the Santa Barbara County Surveyor (SBCS) to require DJ Farms to restart the mapping process, adding at least another six months to record the map. In addition to a small staff, the SBCS is in the midst of overseeing a large cadastral survey to reestablish of every type of boundary or line obliterated by the mud flows of January 2018. This expected delay by SBCS jeopardizes the City's ability to issue building permits and impacts revenues.

**Authority-**The City has statutory authority to employ or retain professional services to fulfill the duties of City Surveyor. This authority is the same given to SBCS to act as Guadalupe's current City Surveyor. The consultant is fully licensed to practice surveying in the State of California.

**Expenses-**The purpose of retaining the services is to expedite the mapping process. The City will incur expenses based on the consultant's hourly fee schedule (see attachment). Full-cost recovery of expenses is required by the Master Fee Schedule ordinance, and all development projects enter into a reimbursement agreements with the City. Applicant (developer) has provided written acknowledgment of survey consultant's fee structure, the City's administrative ordinance, and has offered to submit a deposit equal to the estimated consultant fee.

**Consultant Selection-** the City selects the consultant due to their registered professional surveyor, significant experience in the region, ongoing professional relationships with the SBCS's office, and the consultant has the staff capacity to begin the work during the next week.

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### **FISCAL IMPACT:**

**\$0, Full-Cost Recovery + administrative overhead**

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**ALTERNATIVE OPTIONS:**

**Do not approve agreement and provide alternate direction to staff.**

Effect of rejecting the City Surveyor agreement would impact the Final Map Tract 29062 recordation until late in 2018 or 2019. This would essentially stop nearly all building revenue into the City until sometime in the 2<sup>nd</sup> half of FY18/19.

**ATTACHMENTS:**

1. Resolution No. 2018-25
2. Stantec Proposal
3. Stantec Geomatics Brochure

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Prepared by: Richard Jamar, PW Director

Meeting Date: 08 May 2018

City Administrator Approval: \_\_\_\_\_

*CRK*



**RESOLUTION NO. 2018-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
ADOPTING THE CITY SURVEYOR CONTRACT FOR TRACT 29062**

**WHEREAS**, the City of Guadalupe wishes to expedite survey review and recording of Final Map Tract 29062 of DJ Farms Master Lot 4; and

**WHEREAS**, the City of Guadalupe has the statutory right to employ or retain a City Surveyor; and

**WHEREAS**, the development applicant for Final Map Tract 29062 cannot obtain building permits without recording the Final Map; and

**WHEREAS**, the City of Guadalupe desires to maintain steady permit-issuance revenues; and

**WHEREAS**, the City of Guadalupe will recover expenses plus administrative fees; and

**WHEREAS**, the City of Guadalupe has vetted the qualifications of the survey consultants that they are duly registered professional land surveyors with the California Board of Professional Engineers, Land Surveyor, and Geologists;

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

**SECTION 1.** The City of Guadalupe does hereby act to accept the proposal from Stantec Geomatics to act as City Surveyor for the Final Map Tract 29062; and

**SECTION 2.** The City Council directs staff to recover all expenses in accordance with the Master Fee Schedule set by municipal code; and,

**SECTION 3.** The City of Guadalupe directs staff to expedite the Final Map review process to reduce impacts to building permit process.

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of May, 2018 by the following vote:

**MOTION:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2018-25**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:

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



2646 Santa Maria Way Ste 107 Santa Maria, CA 93455

May 3, 2018

File: 206482011\_012.273

Reference: City of Guadalupe - Map Checking Services for Tract 29062 APN 113-450-004

Attention: Richard Jamar - Director  
Public Works Department  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434

Dear Richard,

Stantec Consulting Services, Inc. (Stantec) welcomes this opportunity to provide survey map checking and review services for the City of Guadalupe on Tract 29062. The following scope of services provides a summary of the tasks we will perform in support of your request. Additional or expanded surveying services are also available and can be further defined under separate proposals as needed. We've also estimated a performance schedule for this task based upon our understanding of similar such assignments.

**Scope of Work**

1. Tract Map / Parcel Map Review – Stantec will provide comprehensive map review services for technical compliance with California State Subdivision Map Act, City of Guadalupe Municipal Code Ordinance (Title 17) County generated Tract Map and Parcel Map Checklist, and the approved tentative map and project conditions as provided to us. Map review will be provided by a California Licensed Land Surveyor who will sign the final map Mylar in the capacity of "City Surveyor". Services include: review for completeness of submittal materials, map/document record references, closure calculations, statements and certificates, boundary establishment, and dedications along with customary mapping information.
2. The completed map review will consist of a summary letter describing revisions, clarifications, or deficiencies in the submitted materials along with redline markups of the map sheets. Digital PDF mark-ups will be utilized to help expedite the map review process. Full size plots of the map sheets with comments and the summary letter will be returned to the City along with preciously submitted materials by the project surveyor.
3. General consultation services as requested, including communications with City staff, developer, and project surveyor as directed by the City. A summary of any of these directed communications shall be provided to the City via direct email or by electronic memo attached to same.

**Estimated Performance Schedule**

The following performance schedule is based on map and document submittals that we typically see. We will not know the full schedule until the actual review has been initiated. If a complex issue or concern with the map submittal package is discovered, we will communicate specific impact to delivery schedules in those situations.

Tract Map Review (return to City) .....7 to 10 business days

Page 2 of 2  
May 3, 2018  
Richard Jamar

Reference: City of Guadalupe

### Fee and Payment Method

This work will be performed on a Time & Materials basis, with a fee estimate of \$8,000.

### Authorization

If the proposal is acceptable, please sign below as authorization for Stantec to perform these services based on the attached Standard Terms and Conditions. If you have any questions, please don't hesitate to call me at (805) 308-9157.

Regards,

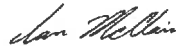
Stantec Consulting Services Inc.



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**Kenneth "Jim" Wilson, PLS**  
Senior Surveyor

Phone: (805) 308-9157  
Jim.wilson2@stantec.com



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**Ian McClain, PLS**  
Senior Surveyor

Phone: (805) 357-1348  
ian.mcclain@stantec.com

c. File

tb v:\2064\business\_development\proposals\206482011 - municipal gov\1012.273\_city\_guadalupe\_map\_checking\accounting\proposals\2018\_05\_02\_mapchecking\_proposal.docx

**SCHEDULE OF BILLING RATES – 2018**

Billing Level	Hourly Rate	Description																
3	\$86	<b>Junior Level Position</b> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience																
4	\$95																	
5	\$103																	
6	\$113	<b>Fully Qualified Professional Position</b> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience																
7	\$121																	
8	\$130																	
9	\$135	<b>First Level Supervisor or First Complete Level of Specialization</b> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine year's experience																
10	\$145																	
11	\$156																	
12	\$170	<b>Highly Specialized Technical Professional or Supervisor of Groups of Professionals</b> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience																
13	\$182																	
14	\$195																	
15	\$205	<b>Senior Level Consultant or Management</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience																
16	\$225																	
17	\$240																	
18	\$260	<b>Senior Level Management under review by Vice President or higher</b> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience																
19	\$275																	
20	\$290																	
21	\$305																	
<table border="1"> <thead> <tr> <th>SURVEY CREWS</th> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td>1-Person</td> <td>\$210</td> <td>\$250</td> </tr> <tr> <td></td> <td>2-Person</td> <td>\$285</td> <td>\$370</td> </tr> <tr> <td></td> <td>3-Person</td> <td>\$395</td> <td>\$520</td> </tr> </tbody> </table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate		1-Person	\$210	\$250		2-Person	\$285	\$370		3-Person	\$395	\$520
SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate															
	1-Person	\$210	\$250															
	2-Person	\$285	\$370															
	3-Person	\$395	\$520															

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

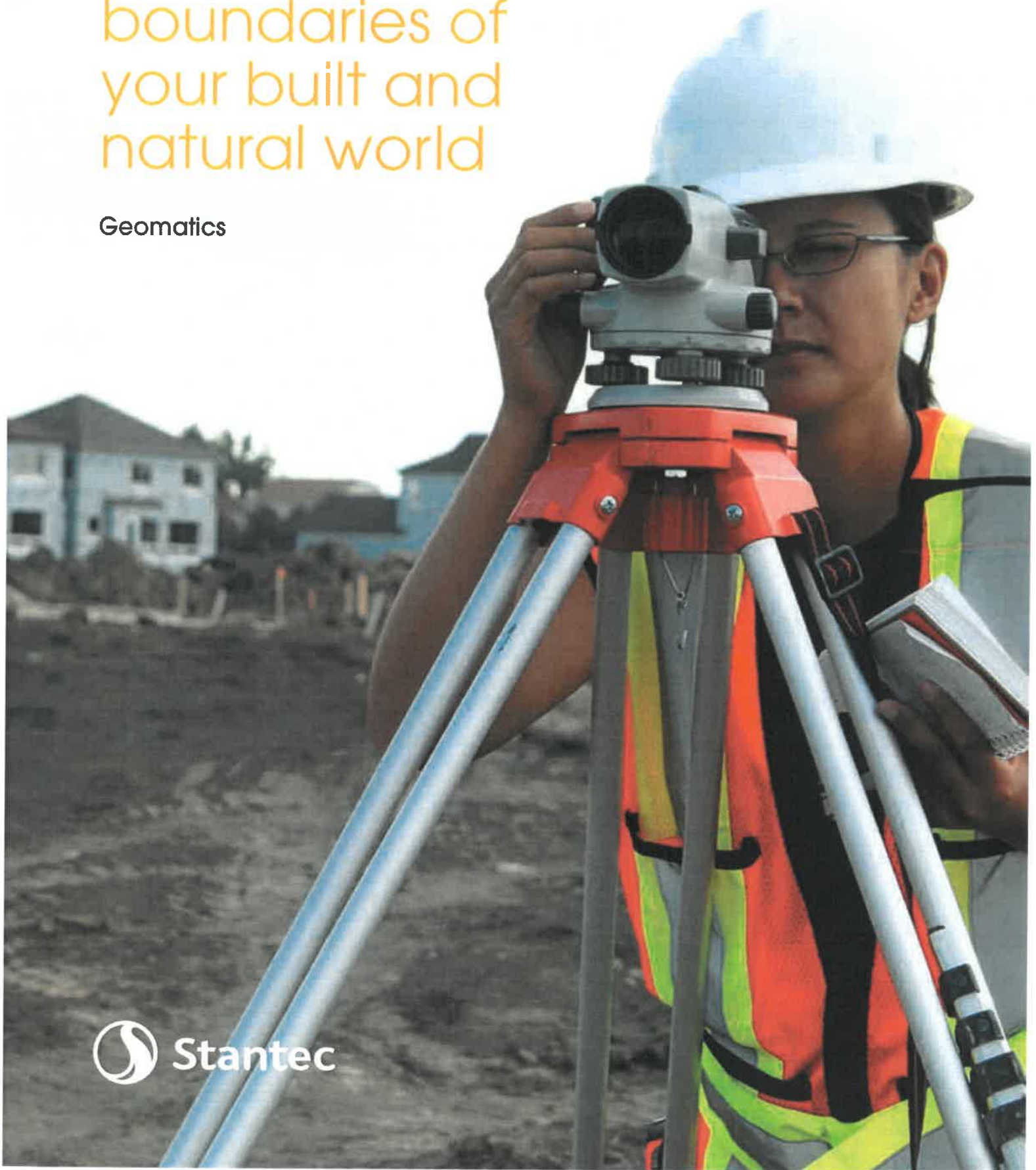
**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

# Exploring the boundaries of your built and natural world

Geomatics








Before the Luxor brought magic to the Las Vegas strip and before the South LRT extension in Edmonton gave residents a new route to travel, we were there laying the groundwork.

We explore the boundaries of your world to help you create a safe, effective, and accurate map for success. From remote environments to urban landscapes, we venture confidently into uncharted physical spaces, gathering, interpreting, and displaying spatial data that will keep your project moving forward.





On, above, and  
beneath the earth's  
surface, we provide  
surveying and mapping  
services that define  
the natural and built  
elements of the places  
we live.

Geomatics is the union of old and new. Traditional techniques are combined with state-of-the-art technology to collect, process, analyze, display, and manage spatial information. Whether it's recovering physical evidence in the field, interpreting old documents, or using the latest software in our offices, we're equipped with the right mix of tools and expertise to guide you through projects of every size and scope.

Having accurate and timely information is vital when exploring boundaries. At any stage of the project life cycle, we collect data and turn it into information that saves you time and costs. We stake out reference points to guide construction, create 3D graphics to guide the design of transportation and infrastructure projects, and produce digital terrain maps that show what lies beneath the surface of water bodies. We answer the unique logistical and technical challenges of each project, and help you use this information to make informed decisions.



# Knowing where to draw the line

## Boundary Surveys

The division of land has economic and legal implications. We help you set boundaries that meet required standards. Our land surveyors oversee every aspect of boundary survey work from records research, monument survey ties, and boundary calculations to final map, exhibit, and legal descriptions preparation. Utilizing conventional and GPS equipment, specialty software, and applying our local knowledge of project locations, we produce maps that are accurate and legally sound.

## Cadastral & Retracement Surveys

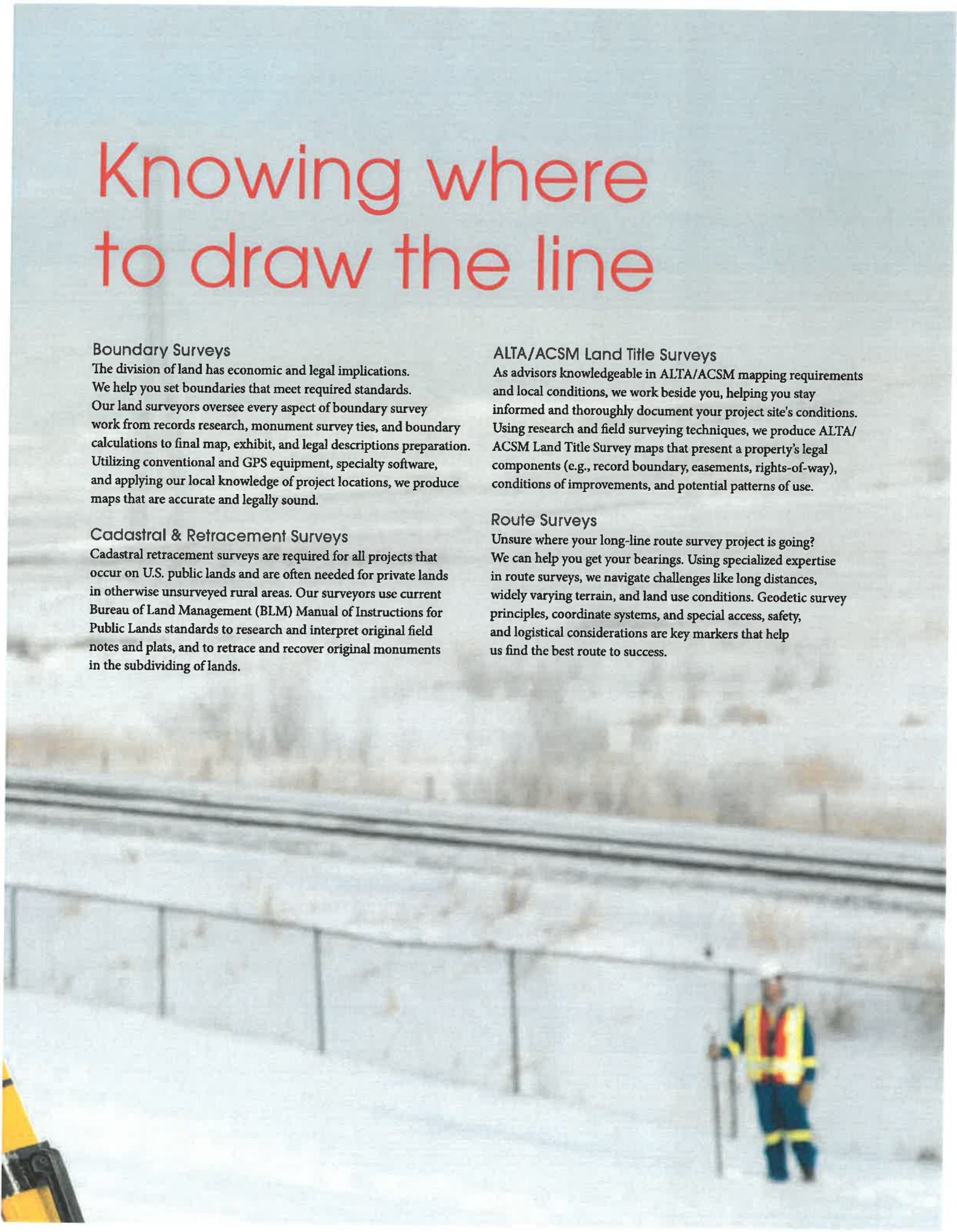
Cadastral retracement surveys are required for all projects that occur on U.S. public lands and are often needed for private lands in otherwise unsurveyed rural areas. Our surveyors use current Bureau of Land Management (BLM) Manual of Instructions for Public Lands standards to research and interpret original field notes and plats, and to retrace and recover original monuments in the subdividing of lands.

## ALTA/ACSM Land Title Surveys

As advisors knowledgeable in ALTA/ACSM mapping requirements and local conditions, we work beside you, helping you stay informed and thoroughly document your project site's conditions. Using research and field surveying techniques, we produce ALTA/ACSM Land Title Survey maps that present a property's legal components (e.g., record boundary, easements, rights-of-way), conditions of improvements, and potential patterns of use.

## Route Surveys

Unsure where your long-line route survey project is going? We can help you get your bearings. Using specialized expertise in route surveys, we navigate challenges like long distances, widely varying terrain, and land use conditions. Geodetic survey principles, coordinate systems, and special access, safety, and logistical considerations are key markers that help us find the best route to success.



# Having a stake in the outcome

## Construction Stakeout

The construction of a new building, road, residential development, or transmission line is a complex task. We help guide and verify your project by staking out reference points and consider everything from topography and existing structures to underground infrastructure.

## Topographical Mapping

Planning, analysis, and design of projects large and small is more successful when you have reliable base mapping. We use aerial mapping and a range of ground-based survey techniques to measure the three-dimensional locations of natural and man-made features. With this data and specialized software, we create precise topographic maps that help lead you in the right direction.

## Geodetic & Control Surveys

Our geodetic and control surveys put you in a position to make more informed decisions. Using expertise and technology ranging from localized control networks for construction and mapping, to permanent high-precision control stations useful in regional or nationwide control networks, we seek out results that help you establish more accurate positions.

## Aerial Photogrammetry

Get a clear outline of your project and improve its efficiency, coordination, and cost-effectiveness with photogrammetry. We offer expertise in aerial triangulation, digital terrain modeling, digital image stereo compilation, and orthophotography, with standalone or integrated services that range from drawings of simple planimetric features to detailed 3D terrain modeling. Our field survey crews support this aerial mapping process with precision ground control and mapping quality control procedures.

## Geographic Information Systems

Every natural feature, constructed element, and aspect of a legal boundary has spatial data that can be collected, stored, and analyzed. We help you access this information quickly and easily using geographic information systems (GIS). With our spatial databases that support effective analysis, presentation, and management of this data, custom programming, system implementation, and end-user training, you can make more informed decisions.





### Subsurface Utility Engineering (SUE)

Beneath our feet is a maze of underground utility networks. We save you money and time by using SUE during design and construction to reveal any unexpected underground utilities. Applying electromagnetic equipment, ground penetrating radar, and physical potholing, our technicians accurately identify these utilities and then convert the field data into CAD files that show the position of critical utilities within a 3D pre-design drawing.

### Hydrographic Surveys

It's important to know what lies beneath the water's surface when you're designing a bridge or canal, performing an environmental impact assessment, or analyzing water intake design or reservoir volume. We use a diverse fleet of watercraft to conduct hydrographic surveys that help you map shorelines, bed surfaces, and water volume. Integrating depth soundings with GPS positions, we generate digital terrain models, cross-sections, and water volumes that paint a clear, accurate picture.

### 3D Laser Scanning

When you need rapid data collection techniques for high definition and precision, 3D laser scanning (3DLS) is the answer. Scanning instruments generate highly detailed information that accurately captures natural features and the built environment. Ideal for remote or hazardous spaces, 3DLS can help guide transportation and infrastructure project design, produce as-built surveys, take industrial site inventory, and thoroughly document historic architecture.

### Environmental Surveying

Our environmental surveying services are ideal for a wide variety of projects and affects decision-making across industries (e.g., remediation projects, wetland location surveys, soil sampling events, stream-bank stabilization surveys). Through 3D digital terrain maps, we can help you understand, and meet, regulations.



There's more to our  
work than what's  
on the surface



## Design with community in mind

We're active members of the communities we serve. That's why at Stantec, we always *design with community in mind*.

The Stantec community unites more than 13,000 employees working in over 200 locations. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of **community**, **creativity**, and **client relationships**.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and **advance the quality of life in communities** across the globe. Stantec trades on the TSX and the NYSE under the symbol STN.

 **Jim Wilson** PLS

Senior Surveyor

111 East Victoria Street Santa Barbara, CA 93101-2018

(805) 308-9157

Jim.Wilson2@stantec.com



**REPORT TO THE GUADALUPE CITY COUNCIL**  
**City Council Agenda of May 8, 2018**

CUR  
**Prepared by:**  
**Cruz Ramos, City Administrator**

**SUBJECT:**           **Santa Barbara County Animal Services Agreement –  
Two-Year Extension**

**RECOMMENDATION:**

That City Council approve a two-year extension of the City's current Animal Services agreement with the County of Santa Barbara and authorize the Mayor to execute that extension.

**BACKGROUND:**

The City of Guadalupe, like most other cities in Santa Barbara County, contracts with the County for Animal Control Services. If the City did not contract with the County, the City would have to perform those services itself. In particular, the City would have to operate its own pound and deal with the task of arranging adoption or euthanasia of abandoned pets.

Staff is recommending that City Council approve a two-year extension of the current agreement. The cost for the first year will be \$58,358. The cost for the second year will be \$59,233.

Animal Services Director Jan Glick will be attending tonight's Council meeting and will make a presentation to Council.

**FISCAL IMPACT:**

The funding for the first year of this two-year extension will be incorporated into the upcoming 2018/19 City budget.

**ATTACHMENTS**

Animal Services Continuous Improvement Process  
Animal Services Partnership Model



Van Do-Reynoso, MPH, PhD Director  
Suzanne Jacobson, CPA Chief Financial Officer  
Susan Klein-Rothschild, MSW Deputy Director  
Douglas Metz, DPM, MPH Deputy Director  
Polly Baldwin, MD, MPH Medical Director  
Charity Dean, MD, MPH Health Officer

**Animal Services Administration**

548 W. Foster Road ♦ Santa Maria, CA 93455  
805/934-6953 ♦ FAX 805/934-6599

Jan E. Glick, MS Director of Animal Services



April 20, 2018

Cruz Ramos, City Administrator  
City of Guadalupe  
918 Obispo St.  
Guadalupe, CA 93434

Re: Animal Services Agreement Amendment FY 2018-2020

Dear Cruz:

I trust things are going well in Guadalupe. The purpose of this letter is to update you on current events with County Animal Services and to discuss and propose the city contract fee for animal control services for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.

The Public Health Department recognizes that the contract cities are facing budget challenges similar to the challenges for the County. The County is taking measures to control costs and has embarked on a five year plan entitled Renew 22 to shape the direction we will take over the next five years. This will be a phased process and has already begun.

The largest increases in the Animal Services program budget for Fiscal Year 2018-2019 are in Worker's Compensation insurance, liability insurance and retirement costs. Unfortunately, these increases are outside of our ability to control. With these considerations in mind, we are proposing a flat 1.5% increase to our city contracts for FY 2018-2019 and a flat 1.5% increase for FY 2019-2020.

Animal Services has made significant program improvements in recent years and these are briefly described in the summary entitled *Animal Services Continuous Improvement*, included with this letter. Additionally, our model of public/private partnerships helps reduce program costs while saving additional animal lives. These partnerships are described in the handout entitled *Animal Services Partnerships WIN-WIN-WIN*.

For Fiscal Year 2018-2019 the Public Health Department has again designated one time funding to subsidize the Animal Services program. The proposed funding sources for the upcoming year are approximately 25% consumer fees, 28% General Fund, 35% city contracts and 12% one-time funding.

Animal Services is proposing a modification of shelter hours and improvements in customer service. Our shelters will be open Tuesday through Saturday, with one late evening, while closed Sundays and Mondays for the general public. These hours enable us to provide full staffing on open shelter days and better serve our customers, especially with one late evening and on Saturdays. Field services staff and activities will continue to be available seven days a week and we will accommodate pet owners reclaiming lost animals on Mondays. The current business days are Monday through Saturday, with less than full coverage on some days. Proposed new schedule is:

Open for office operations and kennel visitation:

- Tuesday through Friday from 9:00 a.m. to 4:45 p.m. with one evening open to 7pm
- Saturday from 10:00 a.m. to 3:45 p.m.

The Public Health Department has proposed a two year amendment for the animal services contract with the City of Guadalupe for the upcoming Fiscal Year's 2018-2019 and 2019-2020. The calculation for Year 1 is based on a 1.5% increase to the current contract, and no adjustment for the increase in city population; the amount for Year 2 is 1.5% over the Year 1 amount.

Proposed:

- Year 1 Fiscal Year 2018-2019 \$58,358
- Year 2 Fiscal Year 2019-2020 \$59,233

We truly appreciate the partnerships with the cities for animal control services and want to provide the best service possible. We look forward to working with the City of Guadalupe in the upcoming years. I include an original amendment and two original signature pages for the City to execute.

Feel free to call me at 934-6953, to discuss the contract renewal, any questions you may have or any other animal related issues. If you would like more information on your city's calculation, I will do my best to provide that. I plan to attend the Council meeting when this amendment is on the agenda and look forward to seeing you then.

Best Regards,



Jan E. Glick, MS  
Animal Services Director

**SIXTH AMENDMENT TO AGREEMENT**

between

**COUNTY OF SANTA BARBARA**

and

**CITY OF GUADALUPE**

for

**ANIMAL CONTROL SERVICES**

**Effective July 1, 2018**

**THIS IS THE SIXTH AMENDMENT TO THE AGREEMENT** (hereafter Sixth Amendment) for Animal Control Services (hereafter Agreement), made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Guadalupe, a municipal corporation in Santa Barbara County (hereafter CITY).

**WHEREAS**, the parties desire to amend the Agreement to extend the term and to adjust the compensation payable to COUNTY for services performed under the Agreement; and

**WHEREAS**, this Sixth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, except as modified by this Sixth Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY hereby agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Sixth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. The Agreement is amended as follows:

**3. NOTICES.**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Director of Animal Services  
548 W. Foster Road  
Santa Maria, CA 93455

To CITY: City Manager  
City of Guadalupe  
918 Obispo St.  
Guadalupe, CA 93434

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

5. **TERM.** The term of this Agreement shall be from July 1, 2018, through June 30, 2020.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Santa Maria between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$58,358, billed in four equal quarterly payments of: \$14,589.50. For services rendered from the COUNTY-operated shelter in Santa Maria between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$59,233, billed in four equal quarterly payments of: \$14,808.25. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice. Invoices shall be delivered to the CITY address specified in Section 3, NOTICES of Agreement.

10. **REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS.**

Specific hours may change pending approval of shelter hours. However, the shelter will be open to the public no less than the following hours:

- 10.1 Open for office operations and kennel visitation:
  - Tuesday through Friday from 9:00 a.m. to 4:45 p.m.
  - Saturday from 10:00 a.m. to 3:45 p.m.

3. **Counterparts.** This Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.



Sixth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Guadalupe**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Sixth Amendment to be effective July 1, 2018.

COUNTY OF SANTA BARBARA

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**APPROVED:**

Jan E. Glick, MS  
Director of Animal Services  
Public Health Department

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

Sixth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Guadalupe**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth Amendment to be effective July 1, 2018.

CITY OF GUADALUPE

ATTEST:

By: \_\_\_\_\_  
Cruz Ramos, City Administrator

Date: \_\_\_\_\_

Sixth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Guadalupe**.

**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth Amendment to be effective July 1, 2018.

CITY OF GUADALUPE

ATTEST:

By: \_\_\_\_\_  
Cruz Ramos, City Administrator

Date: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK Fiscal Year 2018-2019 and Fiscal Year 2019-2020

- A) The parties agree that the COUNTY's Division of Animal Services shall perform a full service animal control program in the CITY, including the following services:
1. Those services set forth in the Agreement.
  2. After hours priority calls are defined and prioritized as follows:
    - (1) Loose animals endangering the safety of humans.
    - (2) Reported bites where the animal is not confined and the owner is unknown.
    - (3) Injured animals with no known owner.
    - (4) Law enforcement requests for assistance with a live animal.
    - (5) Loose livestock.
  3. Patrol for stray dogs a minimum of once a week. Make contact with the Guadalupe Police Department when in the City for patrols.
  4. Provide proactive and humane animal control responses to requests for assistance with cats that are stray, roaming and over-populating.
  5. Conduct a city-wide door to door licensing, educational and outreach canvass in the City.
  6. Conduct a vaccination, licensing and microchip clinic within the City with referrals for affordable spay and neuter services or provide a mobile spay and neuter clinic within the City.
  7. Provide outreach and educational materials in English and Spanish to residents in the City.
  8. Provide educational materials to be included in the City utility bills at least twice during the contract period.
  9. Provide a written report for City Council quarterly with the following data:
    - (1) Number of field activities by officers
    - (2) Number and type of animals impounded
  10. Participate in a City event (TBD) to distribute educational and outreach materials.
  11. Assist the City in communicating resources and contact information available from County Animal Services through posting in City Hall and on the City website.



Van Do-Reynoso, MPH, PhD Director  
Suzanne Jacobson, CPA Chief Financial Officer  
Susan Klein-Rothschild, MSW Deputy Director  
Douglas Metz, DPM, MPH Deputy Director  
Polly Baldwin, MD, MPH Medical Director  
Charity Dean, MD, MPH Health Officer

Jan E. Glick, MS Director of Animal Services

## Animal Services Continuous Improvement Process



Santa Barbara County contracted with the American Humane Association for an Animal Services Program Assessment in 2015. The goal was to obtain recommendations for current best practices and program improvements while benefitting from an impartial review of the program to help with planning for the future. As a result of the program assessment and recommendations, the Animal Services program received additional funding from the County General Fund to support implementation of program enhancements.

### Resources and Staffing

Additional resources resulted in new positions to improve services including:

- Operations Manager
- Registered Veterinary Technician
- Contract Director of Shelter Medicine
- Contract Behavior/Enrichment Coordinator
- Animal Control Officer/ Dispatcher
- Kennel Attendant from extra help to regular position

### New Practices and Updated Approaches

- Developed a philosophy and new approach in the Shelter Medicine Veterinary Team which guides medical care and interventions to good outcomes.
- Implemented rounds at all three shelters to assure timely action and tracking of each animal's progress.
- Increased the level of medical care available to sick and injured animals, including diagnostic testing and veterinary consultation.
- Initiated a new, friendlier approach to animal adoption that is conversational, utilizes adoption interest surveys and is based on match-making resulting in increased adoptions.
- Implemented the SAFER™ (Safety Assessment for Evaluating Rehoming) behavior assessment method for dogs at all 3 sites, a consistent method to evaluate behavior.
- Created behavior plans for individual animals to enhance adoptability and reduce length of stay.
- Enhanced outreach and animal transfer efforts to non-profit partners.
- Expanded the use of Chameleon software to provide electronic medical records and increased utilization of the capabilities of the software.
- Initiated new foster protocols to track foster animals and ensure foster placement availability
- Collaborated on strategies to address overpopulation in community cats

### **Policy Updates and Review Process**

- Developed a defined process for initiation of new policies or revisions to existing policies encouraging stakeholder participation and input.
- Created new euthanasia protocols and an Animal Welfare Panel for team decision-making and ensuring all options are considered.
- Revised and updated the Animal Services Policies and Procedures manual for all staff.
- Revised the Owner Requested Euthanasia policy to support life where possible.

Ongoing improvements in animal care, medical treatment and policy consistency and a resulting increase in the Live Release Rate are just some of the positive results over the past three years. The Animal Services Team which consists of staff, volunteers and the many partners to the organization has seen a culture shift and a revived commitment to continuous improvement as integral to the culture.



Van Do-Reynoso, MPH, PhD *Director*  
Suzanne Jacobson, CPA *Chief Financial Officer*  
Susan Klein-Rothschild, MSW *Deputy Director*  
Douglas Metz, DPM, MPH *Deputy Director*  
Polly Baldwin, MD, MPH *Medical Director*  
Charity Dean, MD, MPH *Health Officer*

Jan E. Glick, MS *Director of Animal Services*

## **Animal Services Partnerships Model = WIN- WIN- WIN**



Santa Barbara County Animal Services is very fortunate to have vibrant partnerships with contract cities and the Chumash Tribe of Santa Ynez Indians, shelter-based non-profit organizations, and many committed individuals and other non-profit organizations dedicated to the welfare of animals.

### **Contract Partners**

There are eight city and tribe partners which contract for animal care and control services with the County. Six of the eight incorporated cities and the tribe have full service contracts which provide for 24/7 response, field services and animal sheltering services. One city contract includes for sheltering services only. This model of service provision allows for three regional community animal shelters and an economy of scale. The cities and tribe are vital partners in the Animal Services program in Santa Barbara County

### **Shelter –Based Partners**

There are four non-profit organizations whose missions directly tie to assisting the animals cared for by Santa Barbara County Animal Services. These organizations work directly with shelter animals or provide resources to care for animals within the three County shelters. The types of assistance each provides may include direct animal care, veterinary medical care, volunteer management, adoption counseling, lost and found services, capital projects and much more. CAPA (Companion Animal Placement Assistance) has been dedicated to assisting the LaPAWS Lompoc Animal Shelter for over 30 years. ASAP (Animal Shelter Assistance Program) is based at the Santa Barbara Shelter and cares for over 1,000 cats each year including daily care, medical and behavior treatment. BUNS (Bunnies Urgently Needing Shelter) has cared for the rabbits and Guinea pigs at the Santa Barbara Shelter and does all of the daily husbandry, enrichment and adoption counseling along with educational programs about care for companion rabbits and Guinea pigs. The Santa Barbara County Animal Care Foundation was formed in 2002 to serve as a philanthropic partner and the organization helps with capital projects (the first one being the Santa Maria Animal Center), medical care, outreach and education, including a summer camp program and many special projects. These partners truly bring added value to the program and have been vital to the accomplishment of a high standard of care and live release rate.

### **Volunteers**

Volunteers are vital members of our team at all three of our community animal shelters. Volunteers help with animal care, adoptions, lost and found, administrative assistance, medical care and assisting in spay and neuter clinics, with special events, fostering animals and much more. There is a new approach to the integration of volunteers in operations, working side-by-side with staff, which has enhanced these partnerships.

**Non-Profit Partners**

Animal Services also has partnerships with a variety of non-profit animal welfare organizations for animal transfers, provision of medical care, animal behavior modification and training, disaster response and collaboration on promotions and events. We formed the Responsible Pet Ownership Alliance which is comprised of organizations that provide affordable or free spay and neuter surgeries for owned pets within our communities and includes the three local humane societies.

The Animal Services Partnership Model contributes to the quality of life for people and animals in Santa Barbara County. By establishing and nurturing these relationships, Animal Services manages and minimizes the cost of animal control services, ultimately benefitting our contract cities, the tribe, and the taxpayers. We are committed to sustaining and furthering collaborative efforts in order to ensure public safety and quality care for animals.





9a.

# AGENDA REPORT

**SUBJECT/TITLE:**

**11TH STREET AND PERALTA STREET STORM DRAIN EXTENSION PROJECT**

**RECOMMENDATION:**

1. **APPROVE THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE 11TH STREET AND PERALTA STREET STORM DRAIN EXTENSION;**
2. **ADOPT RESOLUTION NO. 2018-23 TO AUTHORIZE MAYOR TO EXECUTE CONSTRUCTION CONTRACT WITH AAAA ENGINEERING CONTRACTING, INC. FOR THE 11TH STREET AND PERALTA STREET STORM DRAIN EXTENSION PROJECT**

**EXECUTIVE SUMMARY:**

On May 2, 2018, the City Engineer solicited formal bids for the 11th Street and Peralta Street Storm Drain Extension. This project is for storm drainage improvements on 11th Street from Obispo Street to Peralta, and on Peralta from 11th Street to the north end. The project also includes ADA upgrades and waterline improvements. Plans and specifications for this project are available on the City's website.

The deadline to receive bids was 2:00 p.m., May 2, 2018. The City received two bids. AAAA Engineering Contracting, Inc. was the low bidder.

It is recommended to award the project to AAAA Engineering Contracting, Inc. for a fee of \$308,740.23. 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.

**FISCAL IMPACT:** The 11th Street and Peralta Street Storm Drain Extension Project will be paid for from Measure A, Gas Tax, and water funds.

**ALTERNATIVE OPTIONS:**

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

**ATTACHMENTS:**

1. **Resolution No. 2018-23**
2. **Bid Results**

Prepared by: **Jeff van den Eikhof, City Engineer**

**Meeting Date: 8 May 2018**

City Administrator Approval: \_\_\_\_\_

Agenda Item: \_\_\_\_\_

**RESOLUTION NO. 2018-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE  
APPROVING A CONTRACT WITH AAAA ENGINEERING CONTRACTING, INC.  
FOR THE 11TH STREET AND PERALTA STREET STORM DRAIN EXTENSION PROJECT**

**WHEREAS**, the City of Guadalupe opened bids for the 11th Street and Peralta Street Storm Drain Extension Project on May 2, 2018; and,

**WHEREAS**, the City of Guadalupe received two bids for the construction of the 11th Street and Peralta Street Storm Drain Extension Project; and,

**WHEREAS**, the low bid was received by AAAA Engineering Contracting, Inc.; and,

**WHEREAS**, AAAA Engineering Contracting, Inc. meets the qualifications for the construction of the project; and,

**WHEREAS**, Staff recommends the award of the construction contract to AAAA Engineering Contracting, Inc.;

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

**SECTION 1.** Approve the construction plans and specifications for the 11th Street and Peralta Street Storm Drain Extension Project, City Project No. 2018-001; and,

**SECTION 2.** Authorize the contract with AAAA Engineering Contracting, Inc. for \$308,740.23; and,

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

**PASSED, APPROVED AND ADOPTED** at a regular meeting on the 8<sup>th</sup> day of May 2018 by the following vote:

MOTION:

AYES:

NOES:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2018-23, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:


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

**CITY OF GUADALUPE**  
**11th Street and Peralta Street Storm Drain Extension**  
**BID RESULTS**

BASE BID			Engineer's Estimate		AAAA Engineering Contracting, Inc		R. Burke Corporation		
BID ITEM & DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
No.	ITEM	QUAN	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE	
1	Mobilization, Bonds, and Insurance	1	LS	\$15,000.00	\$15,000.00	\$38,742.23	\$38,742.23	\$62,000.00	\$62,000.00
2	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
3	Water Pollution Control Program	1	LS	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
4	Pothole Existing Utilities	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00
5	Remove Concrete Surfacing	1	LS	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$3,400.00	\$3,400.00
6	Remove Drainage Inlets	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00
7	Remove Storm Drain Pipe	300	LF	\$25.00	\$7,500.00	\$10.00	\$3,000.00	\$21.00	\$6,300.00
8	Abandon Storm Drain Pipe	1	LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
9	Preserve and Protect Lighted Crosswalk	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00
10	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00
11	Regrade and Reshape Drainage Swale (2' bottom with 2:1 max. Side Slopes)	170	LF	\$30.00	\$5,100.00	\$8.82	\$1,500.00	\$9.00	\$1,530.00
12	Concrete Curb	40	LF	\$35.00	\$1,400.00	\$150.00	\$6,000.00	\$45.00	\$1,800.00
13	Concrete Spandrel and Cross Gutter	430	SF	\$25.00	\$10,750.00	\$16.28	\$7,000.00	\$20.00	\$8,600.00
14	Concrete Sidewalk	400	SF	\$15.00	\$6,000.00	\$6.25	\$2,500.00	\$17.00	\$6,800.00
15	Concrete Curb Ramp (Case A)	2	EA	\$7,000.00	\$14,000.00	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00
16	Truncated Domes	30	SF	\$50.00	\$1,500.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00
17	Abandon 4" CI Water Main	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
18	8" PVC Water Main	385	LF	\$200.00	\$77,000.00	\$63.14	\$24,310.00	\$110.00	\$42,350.00
19	Fire Hydrant Assembly	1	EA	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$11,000.00	\$11,000.00
20	Water Service Connections	9	EA	\$1,000.00	\$9,000.00	\$1,666.67	\$15,000.00	\$3,300.00	\$29,700.00
21	Water Valve Assembly, Detail A	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
22	Water Valve Assembly, Detail B	1	LS	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00
23	24" HDPE Pipe	845	LF	\$125.00	\$105,625.00	\$76.19	\$64,380.00	\$70.00	\$59,150.00
24	Drainage Inlet	1	EA	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00
25	Storm Drain Manhole	3	EA	\$4,000.00	\$12,000.00	\$4,033.33	\$12,100.00	\$6,800.00	\$20,400.00
26	Connect to Existing Storm Drain Manhole	2	EA	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$4,800.00	\$9,600.00
27	Connect to Existing Storm Drain Manhole and Reshape Flowline	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,200.00	\$5,200.00
28	Replace Asphalt Concrete Surfacing	120	TN	\$130.00	\$15,600.00	\$192.33	\$23,080.00	\$150.00	\$18,000.00
29	Rock Slope Protection (Backing Class No. 1, Method B)	6	CY	\$100.00	\$600.00	\$333.33	\$2,000.00	\$230.00	\$1,380.00
30	Crack Fill and Slurry Seal (Type II)	14	TN	\$425.00	\$5,950.00	\$1,822.71	\$25,518.00	\$1,800.00	\$25,200.00
31	Install 12" Yellow Crosswalk (Thermo)	200	LF	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$7.00	\$1,400.00
32	Install Detail 22 (Thermo)	310	LF	\$2.00	\$620.00	\$10.00	\$3,100.00	\$3.50	\$1,085.00
33	Install "STOP" Legend (Thermo)	1	EA	\$250.00	\$250.00	\$250.00	\$250.00	\$260.00	\$260.00
34	Install "SLOW" Legend (Thermo)	2	EA	\$250.00	\$500.00	\$250.00	\$500.00	\$260.00	\$520.00
35	Install "SCHOOL" Legend (Thermo)	2	EA	\$400.00	\$800.00	\$250.00	\$500.00	\$400.00	\$800.00
36	Install "XING" Legend (Thermo)	2	EA	\$250.00	\$500.00	\$250.00	\$500.00	\$260.00	\$520.00
37	Install Blue RPM @ Hydrant	1	EA	\$50.00	\$50.00	\$10.00	\$10.00	\$17.00	\$17.00
38	Remove Existing and Install New Sign Post	2	EA	\$500.00	\$1,000.00	\$275.00	\$550.00	\$290.00	\$580.00
39	Install "STOP" Sign	2	EA	\$200.00	\$400.00	\$275.00	\$550.00	\$100.00	\$200.00
40	Install Street Name Sign	2	EA	\$100.00	\$200.00	\$275.00	\$550.00	\$150.00	\$300.00
<b>BASE BID TOTAL:</b>					<b>\$356,845.00</b>		<b>\$308,740.23</b>		<b>\$407,392.00</b>

**REPORT TO THE CITY COUNCIL  
May 8, 2018**

  
**Prepared by:**  
**Larry Appel, Contract City Planner**

  
**Approved by:**  
**Cruz Ramos, City Administrator**

**SUBJECT:** Staff and Housing Authority Pre-Application Project for Rehabilitation of Existing Affordable Housing on Eleventh Street - Guadalupe Ranch Acres (2018-089-PA).

**RECOMMENDATION:**

That the City Council hear a presentation from the Housing Authority and provide any direction to them prior to formal submittal of their application..

**BACKGROUND:**

The Guadalupe Ranch Acres is a traditional public housing development, currently with 52 rental housing units on the site proposed for redevelopment. Parts of the development were completed in 1951, 1958, and 1965. All buildings are single-story and are built with cinder block. The site is approximately 7.5 acres.

The proposal is to demolish all current structures and redevelop the entire site. Rehabilitation is not a viable option for these cinder block units. Current residents will be relocated during the redevelopment process, but will be offered the opportunity, and given priority, to return once construction is complete. The applicant will present information on the size of the one, two, three, and four bedroom units.

In addition to the opportunity for low, very low, and extremely low income households, the applicant hopes to provide 5-10 workforce housing units.

**ATTACHMENT:**

1. Conceptual site plan

**BUILDING LEGEND & DATA**

BUILDING #	BLDG TYPE	UNITS	UNIT/TAKE
BUILDING 1	TYPE A	8	(4) 3-BED (4) 2-BED
BUILDING 2	TYPE B	8	(4) 4-BED
BUILDING 3	TYPE A	8	(4) 3-BED (4) 2-BED
BUILDING 4	TYPE B	8	(4) 4-BED
BUILDING 5	TYPE C	8	(4) 2-BED (4) 1-BED
BUILDING 6	TYPE D	8	(4) 3-BED (4) 1-BED
BUILDING 7	TYPE C	8	(4) 2-BED (4) 1-BED
BUILDING 8	TYPE A	8	(4) 3-BED (4) 2-BED
BUILDING 9	TYPE B	8	(4) 4-BED
BUILDING 10	TYPE E	8	(4) 4-BED (4) 2-BED
UNIT TYPE	# OF UNITS		
1-BEDROOM	561 SF	12 UNITS	
2-BEDROOM	792 SF	24 UNITS	
3-BEDROOM	1,083 SF	24 UNITS	
4-BEDROOM	1,383 SF	16 UNITS	
TOTAL		80 UNITS	



**ATTACHMENT 1**

**PROPOSED SCHEMATIC SITE PLAN**



Guadalupe Ranch, Acres  
for  
Housing Authority of the  
County of Santa Barbara

APRIL 23, 2018  
11:40 AM  
A2.1

REPORT TO THE CITY COUNCIL  
May 8, 2018

  
Prepared by:  
Larry Appel, Contract City Planner

  
Approved by:  
Cruz Ramos, City Administrator

**SUBJECT:** Initiation of Zoning Ordinance Amendment to modify RV parking requirements (Sec. 18.60.035.E) and Secondary Housing Units parking requirements (Sec. 18.60.020.I)

**RECOMMENDATION:**

- 1) Receive a presentation from staff; and
- 2) Direct staff to Initiate zoning code amendments and return for consideration; or
- 3) Direct staff to not Initiate zoning code amendments

**BACKGROUND:**

In 2014, the City Council amended the zoning ordinance with Ordinance No. 2014-425, resulting in the addition of Sec. 18.60.035.E to address an issue with residents paving and parking in their front yards. Specific requirements were made to preserve at least 33 percent landscaping in the front yard as well as identify where RVs and other vehicles could be stored.

In 2016, the City Council added a Secondary Housing Unit program with Ord. 2016-454 that created Chapter 18.53. Recently while processing a request for a second housing unit, planning staff identified a requirement for parking that would most likely require denial of the permit and most future requests for secondary housing due to parking issues.

**DISCUSSION:**

**RV Parking:** City Council was very clear in its 2014 approval of Sec. 18.60.035.E when vehicle parking was allowed in the side yard closest to the driveway. Specifically, the ordinance says, "**Only one side yard area shall be occupied by vehicle parking. That side yard area shall be located adjacent to an existing driveway.**" (emphasis added) By requiring the parking adjacent to the driveway, there was already a curb cut to accommodate the RV. Staff is currently processing an appeal for a homeowner that constructed an RV parking area on the opposite side yard without permits. In their case, the opposite side yard was much wider, but inconsistent with the ordinance provision. An RV would not have fit in the side yard adjacent to the driveway, therefore no RV parking would have been permitted under the current zoning ordinance for that particular lot. The appellant provided staff with photographs of numerous RVs parked throughout the City where the side yard opposite the driveway was utilized. In one case, the parking was in the front yard. In researching these various properties, it was found that a previous city planning consultant made a intentional effort to override the zoning ordinance and allow opposite side yard RV storage. The approval letter stated, "**a side yard not adjacent to an existing driveway will be permitted in this particular situation, as the side yard adjacent to the driveway is only**

**five feet in width and is in close proximity to a streetlight."** Staff found several of these approvals in our files for opposite side yard RV storage. At this time neither contract planner is able to approve requests for opposite side yard RV storage as it is inconsistent with the existing zoning code.

Staff considers these previous zoning clearances as being approved in error and is prepared to move forward with denials of any future requests that don't comply with the 2014 ordinance amendment. If however the City Council, in light of the fact that some RVs have received zoning clearance and have been allowed to be stored on the opposite side yard, want to allow this practice to continue, then staff should be directed to return with amendments to Sec. 18.60.035.E. If Council agrees that the zoning clearances were in fact issued in error, then there is no need to initiate the ordinance amendment.

Secondary Housing Units: A similar issue was recently discovered with the processing of a Secondary Housing Unit. The applicant's project fully complied with the development requirements of this section, except that the required parking space was proposed to be located adjacent to the driveway within the front yard setback area. The zoning code Sec. 18.53.040.D states that, **"A minimum of one independently usable off-street parking space shall be provided for the secondary housing unit, which shall be provided in addition to the required parking for the primary single-family dwelling. This space need not be covered, and shall comply with all development standards set forth in Chapter 18.60."** Section 18.60.020.I states, **"A required off-street parking space shall not be located in the required front yard setback, or in a required side yard adjoining a street."** These two sections of the zoning code make it clear that if secondary housing is approved, it must include at least one parking space that is situated outside the front yard setback. Planning staff need direction from Council to see if an amendment to the zoning code is desired to increase the opportunities for secondary housing. Otherwise, there would be very few residential lots that could meet the parking requirements for secondary housing. Staff would be compelled to deny any applications that didn't fully comply with the zoning ordinance.

**ENVIRONMENTAL REVIEW:**

None required at this time.

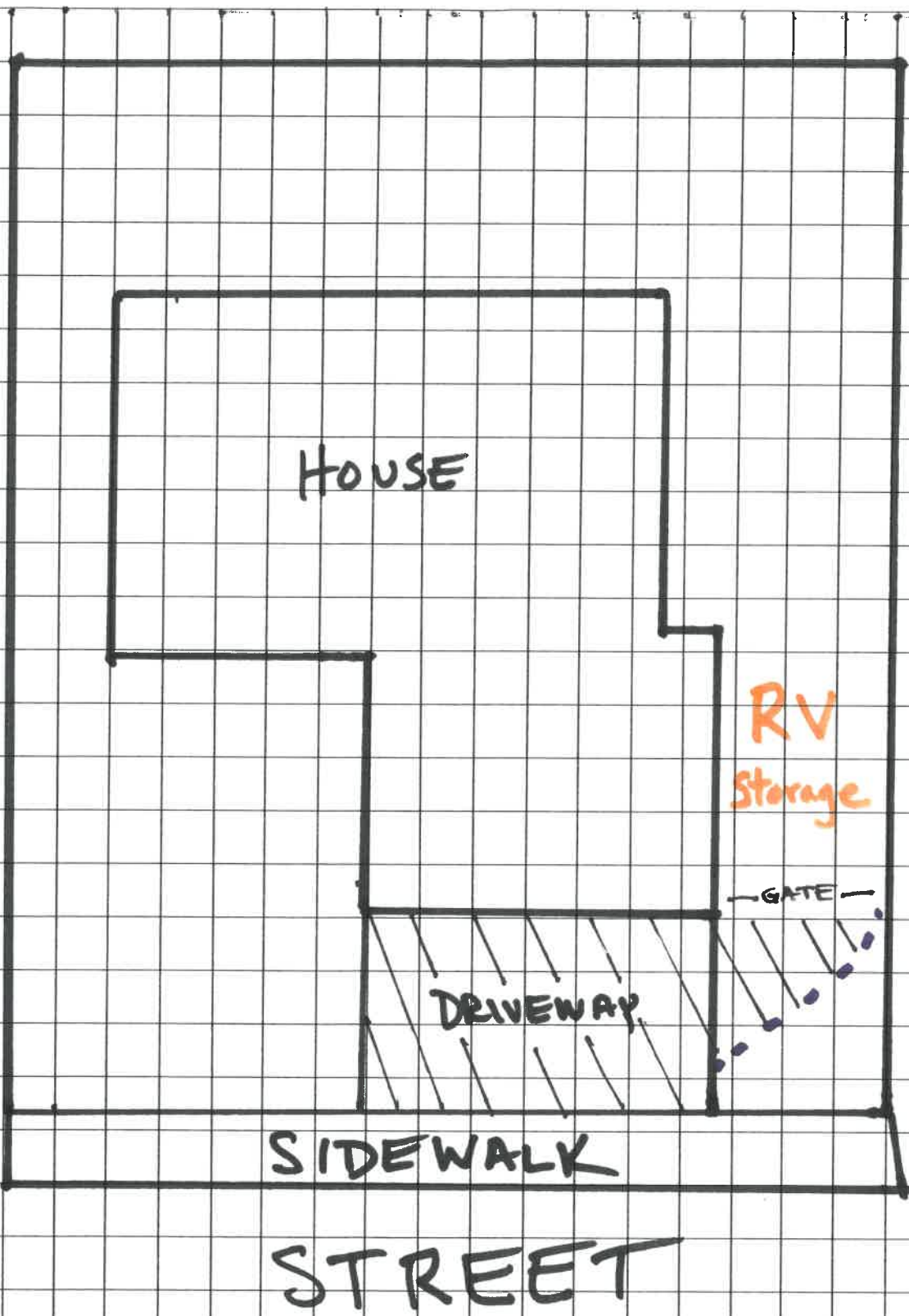
**PUBLIC NOTICE:**

None required at this time. If the Council initiates the ordinance amendment(s), legal noticing will be completed prior to a public hearing.

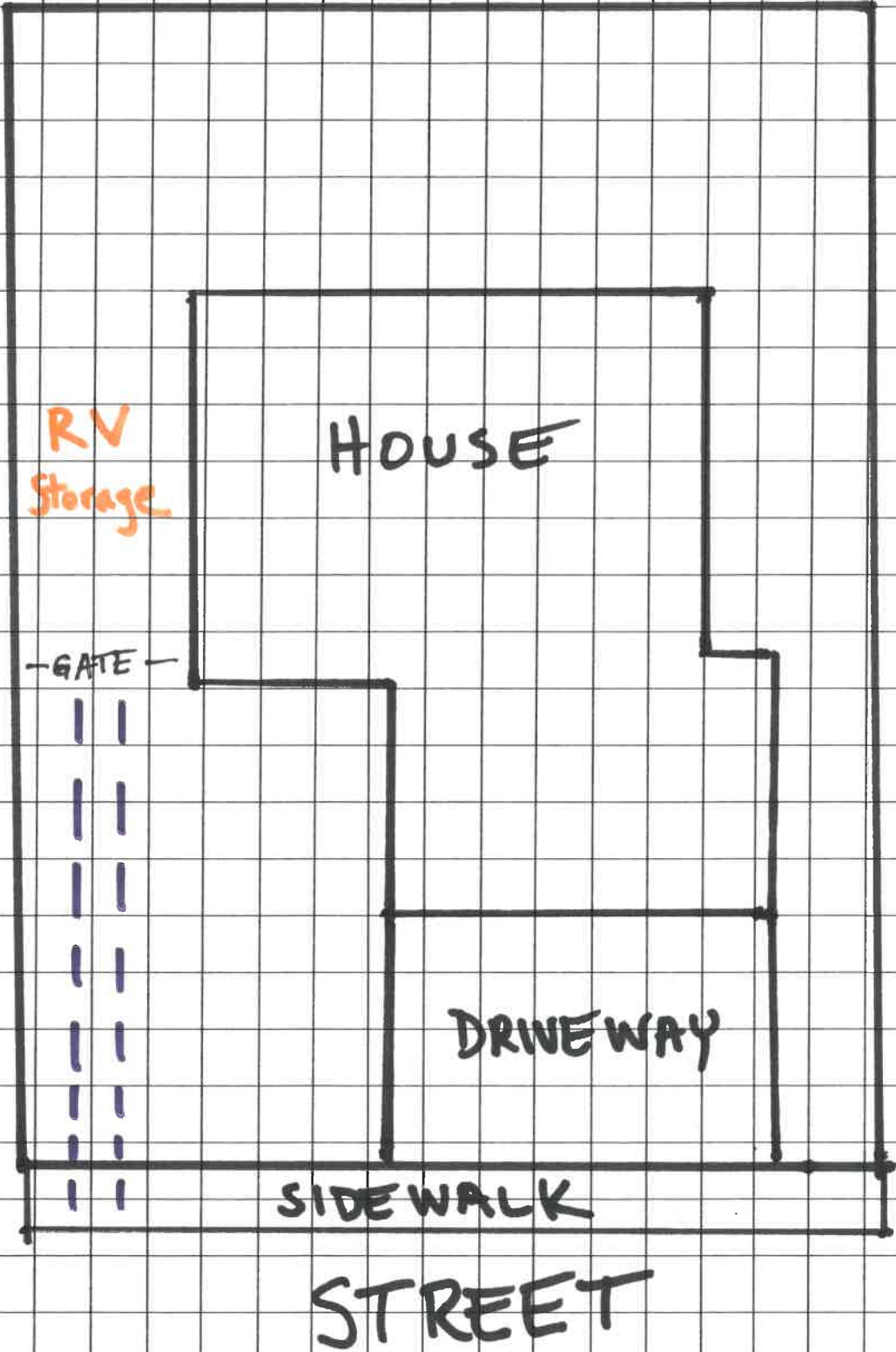
**Attachments:**

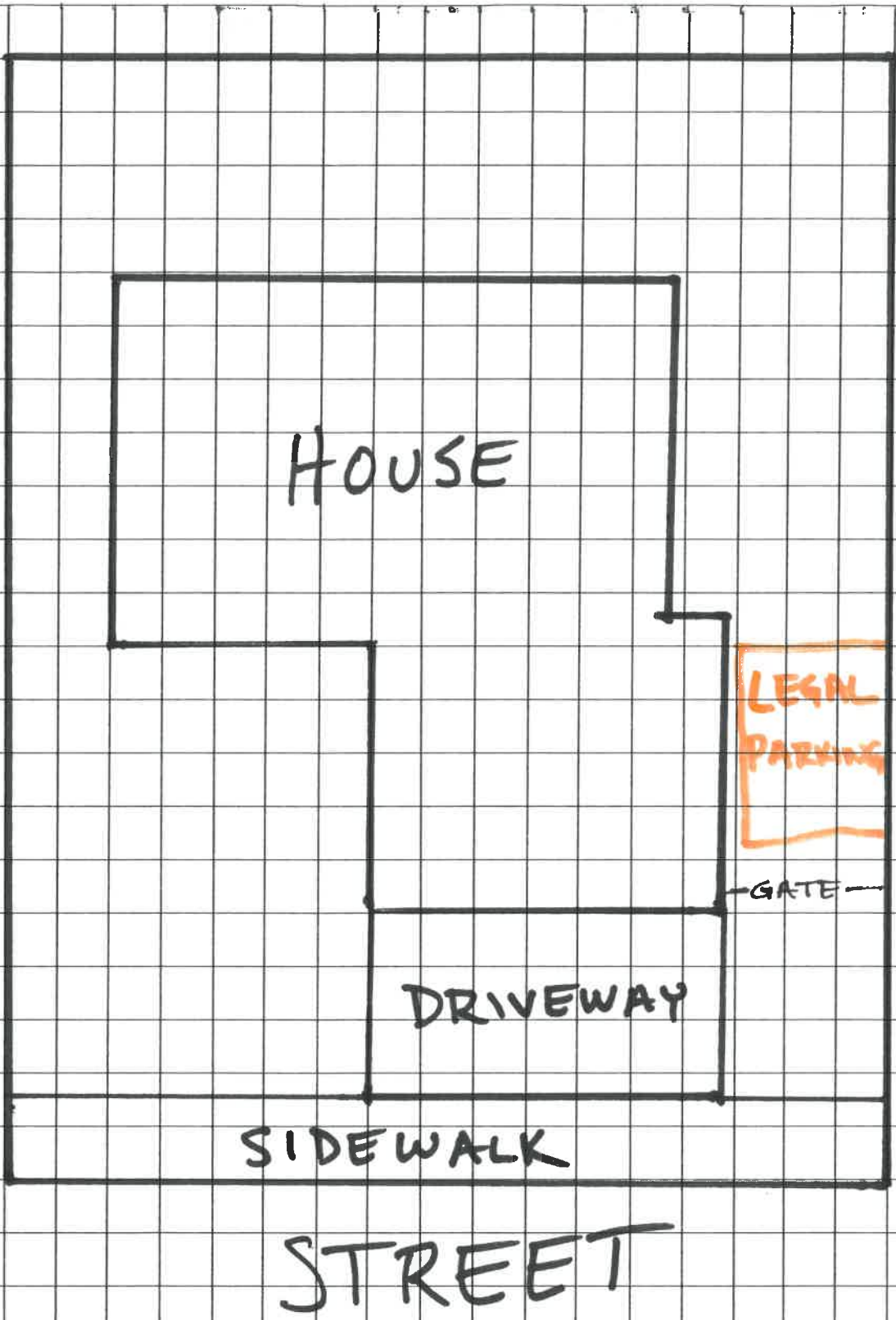
- 1-A Zoning-consistent RV Storage
- 1-B Zoning-inconsistent RV Storage

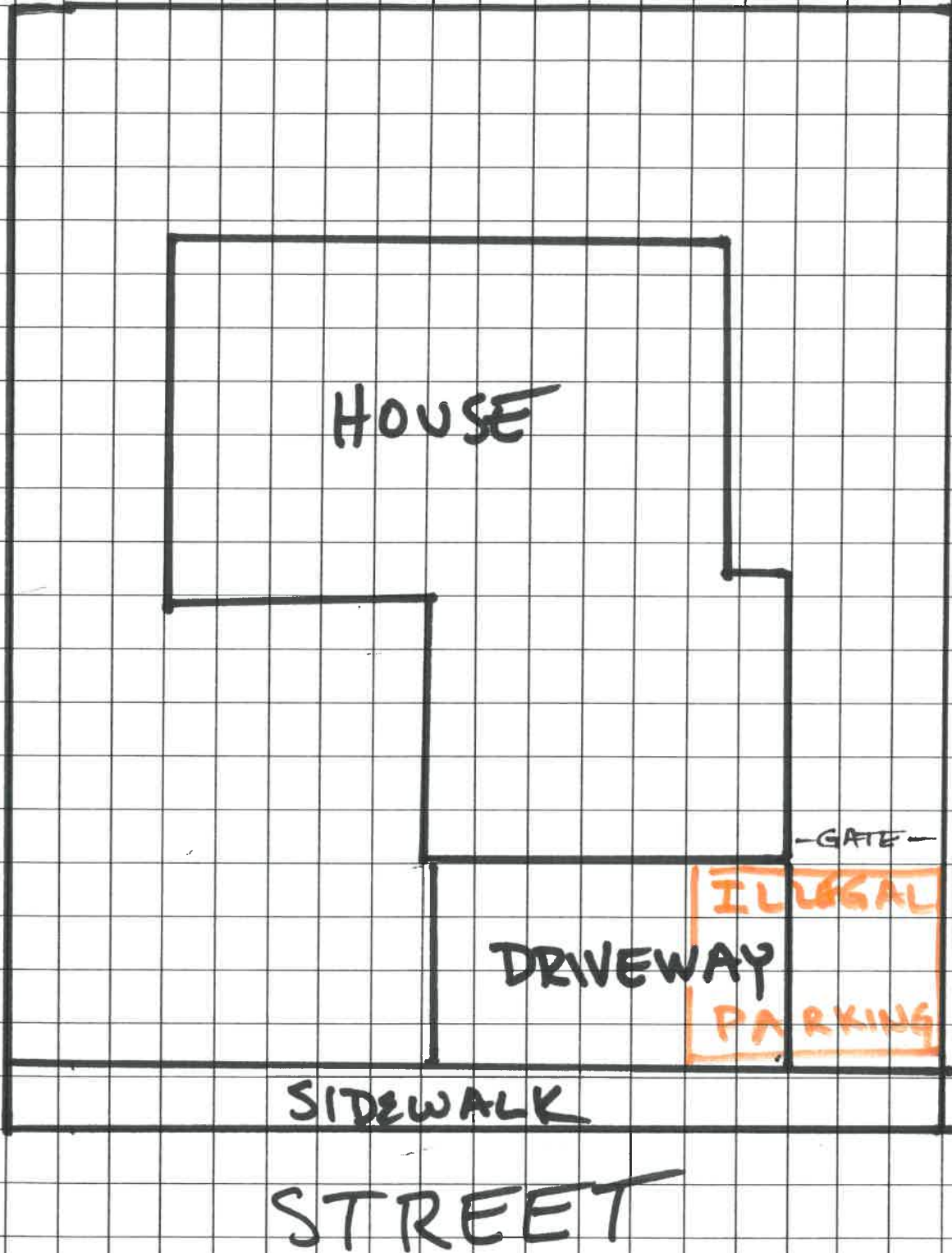
- 2-A Zoning-consistent Second Unit Parking
- 2-B Zoning-inconsistent Second Unit Parking











**REPORT TO THE CITY COUNCIL**

May 8, 2018

  
Prepared by:  
Larry Appel, Contract City Planner

  
Approved by:  
Cruz Ramos, City Administrator

**SUBJECT: Public Hearing to consider Ordinance No. 2018-468 and waive the first reading for an amendment of Chapters 18.20, 18.21, 18.24, 18.28, and 18.64 of the Municipal Code, regulating the paving of residential rear yards.**

**EXECUTIVE SUMMARY:**

During the past year, staff has noticed that a number of residents paved their rear yards with or without the permit process. There is a growing concern that if this trend continues it will have a significant effect on the existing retention basin and storm drain system. That system was designed to transport a calculated volume of runoff during peak storm events out of the City and into the Santa Maria river bed. Residential projects all have designed storm flows calculated at the time of approval. Unfortunately, with the paving of areas intended for lawns or landscaping, the added runoff will eventually over tax the design capacity of the system and cause flooding.

Staff has offered three methods to regulate the amount of paving in rear yards. If after this hearing one method is acceptable to the majority of Council, staff will return for a second reading that contains the final ordinance text.

**RECOMMENDATION:**

It is recommended that the City Council:

- 1) Receive a presentation from staff; and
- 2) Conduct a public hearing and take action on Draft Ordinance No. 2018-468 waiving the first reading for amendments to Chapters 18.20, 18.21, 18.24, 18.28, and 18.64 of the Municipal Code; and
- 3) Continue to June 12, 2018 for second reading and adoption, or
- 4) Direct staff to return on June 12, 2018 for another first reading of the ordinance utilizing an alternate method for regulating the paving of rear yards

**FISCAL IMPACT:**

Minor reduction in revenues due to less residents requesting to pave their rear yards, but significant savings by not having to expand storm drain systems throughout the City to accommodate the increased flows.

**BACKGROUND:**

In October 2014, the City Council took action to curb the random parking of vehicles in various parts of residential lots, primarily within front and side yards. In addition to restricting the parking, the revision to the Zoning Ordinance, (Section 18.60.035.E), also prevented a reduction in front yard landscaping below a minimum of 33 percent of the area. The current ordinance builds on the same protective standards suggested at that time in addition to the health and safety issues noted in the Executive Summary. Staff has presented in concept, three methods for regulating rear yard paving.

During the review of the draft ordinance, the City conducted a public workshop on March 1<sup>st</sup> to explain the provisions of the ordinance and receive input from residents. Staff later met with three of the residents, visited their yards to see what their thoughts were regarding the new ordinance and answered any further questions they had. All three residents have had their zoning clearances approved by the City.

**DISCUSSION:**

Interim Urgency Ordinance: The Interim Urgency Ordinance was unanimously adopted in January 2018, but was not extended by Council when the item returned to Council on February 13<sup>th</sup>. As a result, of that action, staff has been compelled to process the initial backlog of zoning clearance requests for rear yard paving and approve all of them. Applications have continued to be submitted where a large number of them have been requests to pave the entire rear yard, and in some cases side yards as well. A total of 35 zoning clearances have been approved for rear yard paving since the urgency ordinance expired on February 23<sup>rd</sup>. Many of those approvals were for full rear yard paving.

During the design phase of each new housing tract, the engineer is responsible for calculating the amount of water runoff from each lot, sidewalk, street and open space area. Each tract must be able to retain certain volumes of rain runoff and then release over time through retention basin and the storm drain system. The standards were adopted by the State Water Resources Quality Control Board (RWQCB) on April 30, 2003. As an example, the Pasadera subdivision with the various-sized lots, sidewalks, driveways, streets and parks calculated a minimum of 20-25 percent of each lot that had to remain pervious. Many of the homes being developed in Lot 4 have side and rear yards that in many cases are only five feet wide. If the paving were to cover the entire side and rear yards, the overall tract would not be able to comply with the RWQCB discharge standards. This ordinance is being prepared in order to ensure compliance with the State's discharge requirements. It will be shown that not all of the three methods presented herein will comply with the State standards for stormwater runoff. The revised ordinance will contain text that requires staff to ensure that a minimum of 20 percent of the total yard, regardless of size, be pervious.

Municipal Code Amendment:

This municipal code amendment is being recommended to City Council to prevent the

over taxing the City's existing stormwater drainage system which could cause flooding in various parts of the City. The Municipal Code has specific regulations for setbacks to minimize impacts to neighboring properties. In order to maneuver a vehicle into a storage location in the rear yard, it sometimes becomes necessary to pave a large portion of the rear yard. In approving an amendment, the City will take the steps necessary to minimize the additional surface runoff from the rear yards of residential lots.

The current zoning ordinance protects front yards by requiring that a minimum of 33% of the area remain in landscaping. There is no regulation for side yards unless the area is used for some type of vehicle storage.

As noted in a previous staff report, staff conducted an informal aerial review of residential properties in the City and noticed that there are many lots where homeowners have completely paved their rear yards. Some owners find it practical to store their recreational vehicle (RV), boat or trailer in the rear yard where they have easy access to it. Others just prefer not having to maintain landscaping, so they either pave or use other materials to fill the rear yards. These lots no longer have the ability to retain and recharge rain water. Instead, the entire amount of rain now runs off into the street collection system. When the subdivisions were originally reviewed and approved by the City, a certain percentage of each yard, (front, side, and rear) was calculated to remain unpaved or installed with landscaping. Based on the runoff calculations, the storm drain pipes were sized to transmit the maximum flow. Now that yards are being covered in concrete or other impervious material, the storm drains are possibly over capacity.

### Three Possible Methods to Regulate Rear Yard Paving

Staff has identified three methods to regulate the impervious coverage of the rear yards including 1) the setting of a maximum percentage, 2) setting a maximum square footage regardless of lot size, and 3) graduated limits based on the overall size of the residential lot. In order to provide an "apples to apples" analysis, Lot sizes of 7,000, 6,000, 5,000 and 3,300 square feet were used. A single-story floor plan of 1,600 square feet was placed on those four lots with a twenty foot driveway, where possible. A rear yard was defined as the area between the rear wall of the house to the rear fence or wall, and the area extending to the side property lines within that same rear area. This provided a consistent way to visualize the various side and rear yard setbacks. Attachment 2 will illustrate the various rear paving scenarios. The three methods are described below:

1. Maximum yard percentage- This provides the most flexible method for individual lots as it takes into consideration the actual size of the rear yard. The rear yard typically contains impervious surfaces consisting of a landing outside the back door or slider, and possibly a patio with or without cover, and various hardscape walkways. The ordinance could regulate the maximum percentage and that number could be set to 67%, similar to the front yard regulations. Or, to lessen the amount of runoff, the figure could be set at 40%. Obviously, the higher the lot percentage, the more impact to stormwater runoff. Calculations have been

provided for 40% and 67% coverage and are noted in Attachment 2 - Method 1.

2. Maximum Square Footage – Not all residential lots are the same size, and some lots have larger building footprints which limit the size of rear yards. In general, a typical two-story home has a much smaller footprint which results in a larger usable rear yard. It might be simpler to enforce this ordinance if a specific maximum square footage would be identified regardless of lot size. This figure would include all impervious surfaces for the rear yard, including patios, sheds, slabs for storage, walkways, etc. If this method is selected by City Council, staff is recommending 1,000 square feet and 1,500 square feet by utilizing a “one size fits all” method. Staff recognizes that the smallest of lots in Pasadena would be allowed to pave the entire rear yard (100% coverage). This is inconsistent with the intent of the ordinance, but would allow the ordinance to achieve a single “not-to-exceed square footage” for each rear yard in the City. Based on large and small lot sizes, the rear yard coverage would range from 60 percent to 100 percent. Examples of this method are presented in Attachment 2 - Method 2.
  
3. Limits based on Lot Size—The City has a range of lots sizes for single-family homes identified in the Zoning Ordinance (Title 18), ranging from approximately 4,000 square feet to over 8,700 square feet. There are also lot sizes within Specific Plan areas that provide other sizes within the basic R-1 lot sizes. With this method, staff has suggest specific amounts of impervious paving based on the total size of each lot. For simplification, each R-1 lot classification has its own maximum amount of paving from 375 - 1,400 square feet. While the square footages are different for each lot classification, the overall maximum square footage is calculated at 57 percent. The sizes for each lot are shown in Attachment 2 - Method 3.

**Staff Recommended Method** - After reviewing all three methods, it appears to staff that the most efficient and equitable way to address this issue throughout the community is to use Method 1, Maximum Yard Percentage. Staff has suggested 40% and 67% as the maximum coverage. Council will need to choose one of the percentages. Simply drawn site plans along with measurements of the length and width of rear yards will allow the owner, assisted by staff, to calculate the maximum square footage of paving that could be added to what currently exists. It would also ensure no lot would contain less than 20% (80% impervious) pervious area. Some owners may find that they are already over the maximum pavement allocation and will not be allowed to add any further impervious surface. But for others, if additional paving is needed in the rear yard, the current application form used for front yard paving will be utilized.

**ENVIRONMENTAL REVIEW:**

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

**PUBLIC NOTICE:**

Staff published the required display ad in a newspaper of general circulation on or before December 30,2017.

**ATTACHMENTS:**

1. Ordinance No. 2018-468
2. Method 1-3 Tables
3. Examples of Rear Yard Paving Options by Lot Size:
  - A - 7,000 sqft lot - (Method 1,2, and 3),
  - B - 6,000 sqft lot - (Method 1,2, and 3)
  - C - 5,000 sqft lot - (Method 1,2, and 3)
  - D - 3,300 sqft lot - (Method 1,2, and 3)



**ORDINANCE NO.2018-468**

**AN ORDINANCE AMENDMENT OF THE CITY COUNCIL OF THE CITY OF  
GUADALUPE, CALIFORNIA, REGULATING PAVEMENT IN RESIDENTIALLY-  
ZONED REAR YARDS**

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

**WHEREAS**, the California Subdivision Map Act (*Gov. Code*, §§ 66410, *et seq.*) requires engineering plans to calculate how much runoff will be created by individual lots and common areas, and, through the map recordation process the City is required to provide sufficient capacity to collect the runoff and dispose of it in a safe manner; and

**WHEREAS**, on April 30, 2003, the State Water Resources Control Board adopted the National Pollutant Discharge Elimination System (NPDES) General Permit for the Discharge of Storm Water from Small Municipal Separate Storm Sewer Systems (MS4s), Order No. 2003-0005-DWQ (Phase II Municipal General Permit) and

**WHEREAS**, the Phase II Municipal General Permit requires small MS4s to develop and implement a Storm Water Management Plan including long-term post-construction “best management practices” that protect water quality and control runoff flow, to be incorporated into development projects; and

**WHEREAS**, in 2017, the City processed over 14 requests to pave the rear yards of residences and over 35 zoning clearances have been approved in 2018 so far which cumulatively has the effect of over taxing the City’s storm drain system; and

**WHEREAS**, a recent aerial survey via Google Earth revealed that there are currently many lots in the City where residential rear yards have been completely paved; and

**WHEREAS**, Government Code §65858 authorizes the City Council to adopt an ordinance to preserve public health, safety, or welfare, and for the reasons stated above, the City Council finds that adoption of this Ordinance is required to preserve the public health, safety, and welfare of the residents of the City of Guadalupe; and

**WHEREAS**, public notice pursuant to Government Code section 65090 was given on December 29, 2017.

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

**SECTION 1.** Chapter 18 of the Guadalupe Municipal Code is hereby amended to read as follows:

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

18,20.020 Permitted uses.

Permitted uses in the R-1 district include:

- A. One single-family dwelling; the dwelling shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;
- B. Accessory buildings or uses, such as garages, patios, swimming pools or storage sheds, which are normally incidental to a single-family residence if constructed simultaneously with or subsequent to the main building on the same lot;
- C. The storage of recreational (trailer) vehicles within the rear yard provided that said vehicle is located a minimum of 5 feet from all property lines and structures;
- D. The storage of recreational (trailer) vehicles within the side yard (or street side yard of corner lots) provided that all of the design standards contained in Municipal Code Section 18.60.035 can be met;
- E. Group dwellings with 6 or fewer residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that there shall not be more than one residing occupant for each 500 square feet of land within the lot or parcel on which the dwellings are located. (Ord. 2014-426 §1; Ord. 2014-425 §1; Ord. 88-283 §2; Ord. 189 Art. 3 §1.2, 1980)
- F. **A minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

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

18.21.031 Uses permitted in the rear yard setback.

The uses permitted in the rear yard setback are limited to the following:

- A. A patio cover, as defined by the Uniform Building Code, may be constructed in the rear yard setback. The patio cover must be a minimum of 5 feet from the rear of the property line as required by the Uniform Building Code.
- B. Where the patio cover is visible from a public street, the structure must have a tile roof or other roof as may be approved by the Zoning Administrator.
- C. No second floor balconies or room additions are permitted in the rear yard setback. (Ord. 92-310 §1)
- D. **A minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

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

18.24.090 Rear yard.

In the R-1-M district, a rear yard setback of at least 15 feet shall be provided, except that an open patio awning will be permitted to be constructed with an eave to within 10 feet of the rear property line. (Ord. 196 §1, 1980; Ord. 189 Art. 3 §2.4(C), 1980) **A**

**minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

**18.28 R-2 MULTIPLE DWELLING (MEDIUM-DENSITY) RESIDENTIAL DISTRICT**

18.28.020 Permitted uses.

Uses permitted in the R-2 district include:

- A. One or more single-family or multiple-family dwellings, including apartment houses or condominiums, provided that there shall be no more than one dwelling unit for each 3,000 square feet of land within the lot or parcel on which the dwelling is located. All dwellings shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;
- B. All multiple units in R-2 medium-density residential zones placed on one lot must be attached;
- C. Group dwellings with 6 or fewer residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that there shall not be more than one residing occupant for each 500 square feet of land within the lot or parcel on which the dwellings are located;
- D. Accessory buildings or uses, only if constructed simultaneously with, or subsequent to, the main building on the same lot;
- E. Public park or playground. (Ord. 2014-426 §2; Ord. 95-333 §§3-5; Ord. 189 Art. 3 §4.2, 1980)
- F. **A minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

**18.32 R-3 MULTIPLE DWELLING (HIGH-DENSITY) RESIDENTIAL DISTRICT**

18.32.020 Permitted uses.

Uses permitted in the R-3 district include:

- A. One or more single-family or multiple-family dwellings, including apartment houses or condominiums, providing there shall be no more than one dwelling unit for each 1,700 square feet of land in the lot or parcel on which the dwellings are located;
- B. Group dwellings with 6 or fewer residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that there shall not be more than one residing occupant for each 500 square feet of land within the lot or parcel on which the dwellings are located;
- C. Offices, recreation facilities, dining rooms, laundry facilities and other incidental uses constructed simultaneously or subsequent to the main building on the same lot;
- D. A church, public or private school, public building, public utility building, park or playground. (Ord. 2014-426 §3; Ord. 189 Art. 3 §5.2, 1980);

- E. **A minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

#### **18.60 OFF-STREET PARKING AND LOADING**

18.60.035 Residential zones – Parking in front, side, **and rear** yard setbacks.

A. "Vehicles," as used in this chapter, including recreational vehicles; boats, whether on or off trailers; trailers; and any other similar vehicles whether operable or inoperable.

B. Parking a vehicle or vehicles on any unpaved portion of a front yard or side yard, **or rear yard**, is prohibited. Such parking is also prohibited on any unpaved portion of a street side yard setback of corner lots. Notwithstanding the foregoing prohibition a vehicle may be parked on an unpaved portion of a front or street side yard setback for a period not exceeding one hour while actively being washed.

C. Vehicle parking may be allowed on a paved portion of a side **or rear** yard setback (or street side yard setback of corner lots) with a Zoning Clearance. Suitable paved surfaces include solid asphalt or concrete, concrete or brick pavers, or a concrete lattice supported surface such as grasscrete.

D. After the effective date of the ordinance adopting this section, any additional paving of the front yard setback, or side yard setback, **or rear yard setback** (or street side yard setback of corner lots) shall require the approval of a Zoning Clearance.

E. In considering an application for a Zoning Clearance, the City shall consider the aesthetic impact as well as the potential for interference with access to structures for emergency vehicles and personnel from vehicles or other obstructions to be placed on such paving. Only one side yard area shall be occupied by vehicle parking. That side yard area shall be located adjacent to an existing driveway. A minimum 5-foot wide side yard access to the rear yard shall be maintained in perpetuity. In no case shall additional paving reduce the total area of landscaping within the front yard (or street side yard setback of corner lots) to less than 33% of the pertinent yard setback area. (Ord. 2014-425 §1; Ord. 2008-392 §1).

F. **A minimum of 40% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which Zoning Clearance is required.**

**SECTION 2.** By the City Council making the findings of fact set forth above, which constitute an emergency for the immediate preservation of public health, welfare, and safety, the City Council declares that this Ordinance is an interim urgency measure; and therefore, this Ordinance takes effect immediately upon its adoption and continues as provided for under Government Code §65858 and any further extensions which may thereafter be made.

**SECTION 3.** 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 4.** 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 5.** The Deputy 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 Deputy City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**PASSED AND** at a regular meeting of the City Council on the 8<sup>th</sup> day of May 2018, by the following roll call vote:**Motion**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the forgoing Ordinance, being Ordinance No. 2018-468, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

**ATTEST:**

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

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

**METHOD 1- Maximum Yard Coverage (by percentage)**

**40 Percent Coverage**

<u>Lot Size (sqft)</u>	<u>Rear Area (sqft)</u>	<u>40%</u>	<u>(Patio, shed, walkway)</u>
7,000 (70x100)	2,450 (70x35)	980	25x30, 10x12, 4x28
6,000 (60x100)	2,100 (60x35)	840	15x35, 10x12, 4x48
5,000 (50x100)	1,750 (50x35)	700	15x30, 10x12, 4x33
3,300 (57x58)	375 (8x25,5x35)	160	8x20

**67 Percent Coverage**

<u>Lot Size (sqft)</u>	<u>Rear Area (sqft)</u>	<u>67%</u>	<u>(Patio, shed, walkway)</u>
7,000 (70x100)	2,450 (70x35)	1642	25x50, 10x12, 4x68
6,000 (60x100)	2,100 (60x35)	1407	25x45, 10x12, 4x41
5,000 (50x100)	1,750 (50x35)	1173	25x35, 10x12, 4x45
3,300 (57x58)	375 (8x25,5x35)	251	8x25, 5x10

**METHOD 2- Maximum Square Footage (1,000 sqft & 1,500 sqft)**

<u>Lot Size (sqft)</u>	<u>Rear Area (sqft)</u>	<u>Maximum 1,000 sqft</u>	<u>Maximum 1,500 sqft</u>
7,000 (70x100)	2,450 (70x35)	41%	60%
6,000 (60x100)	2,100 (60x35)	48%	71%
5,000 (50x100)	1,750 (50x35)	57%	86%
3,300 (57x58)	375 (8x25,5x35)	267%	400%

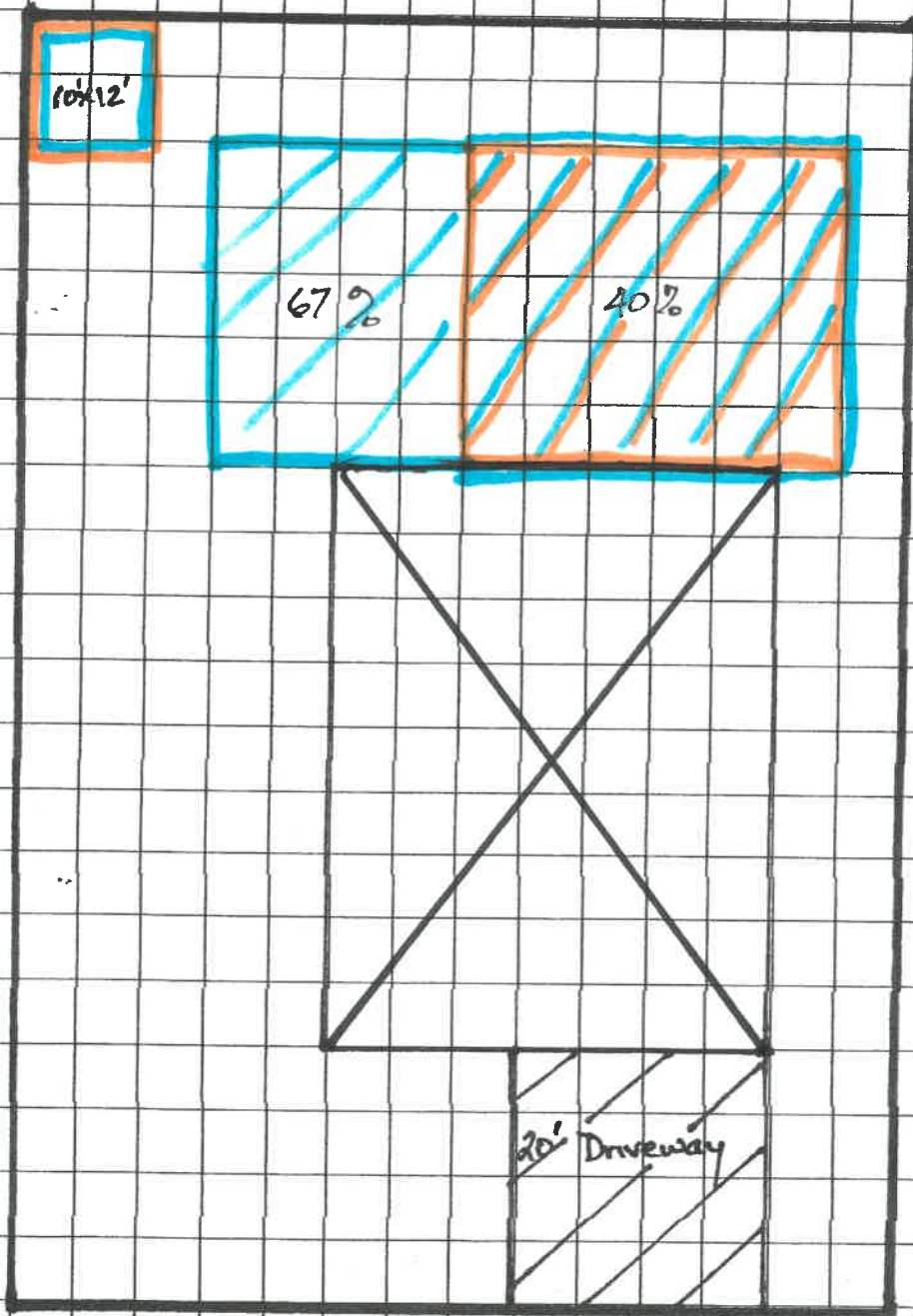


**METHOD 3- Maximum Square Footage Based on Lot Sizes**

<b><u>Lot Size</u></b>	<b><u>Maximum Rear Yard Paving (square feet)</u></b>
7,000 -	1,400
6,000 - 6,999	1,200
5,000 - 5,999	1,000
4,000 - 4,999	800
3,000 - 3,999	600

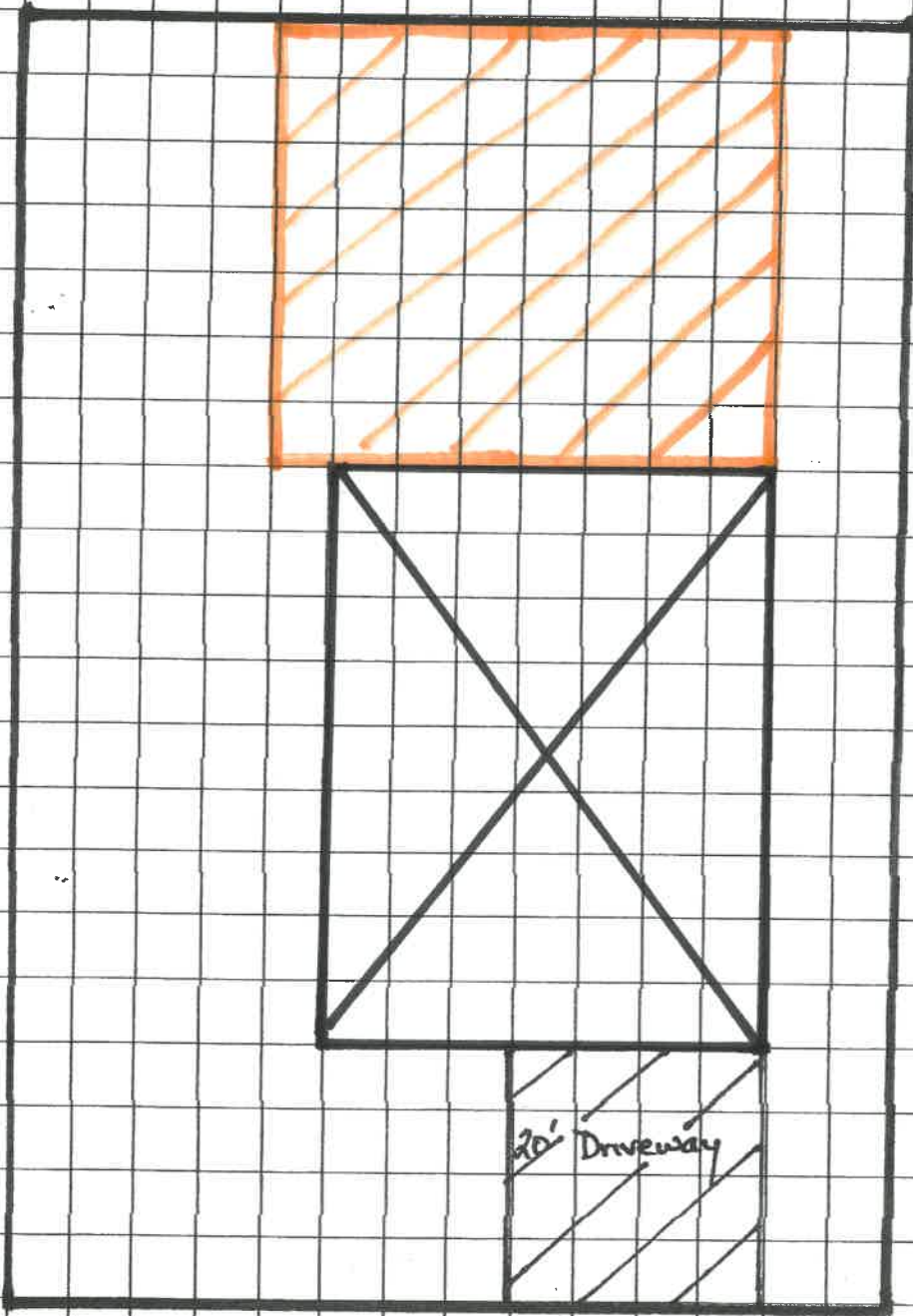
7,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD 1 (40% + 67%)

Att. 3-A-1



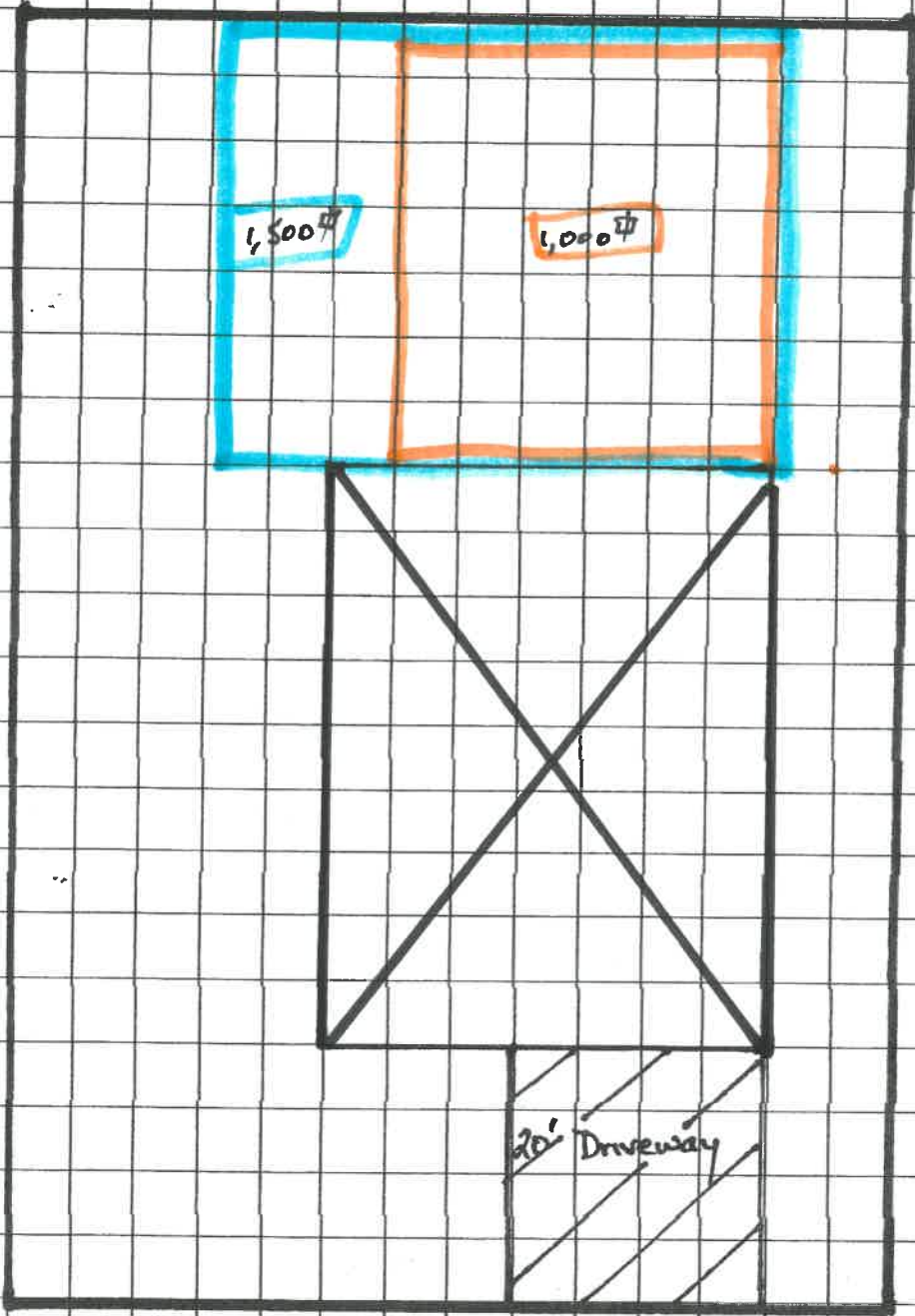
7,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD-3 (1,400<sup>sq</sup>, 35x40')

3-A-2



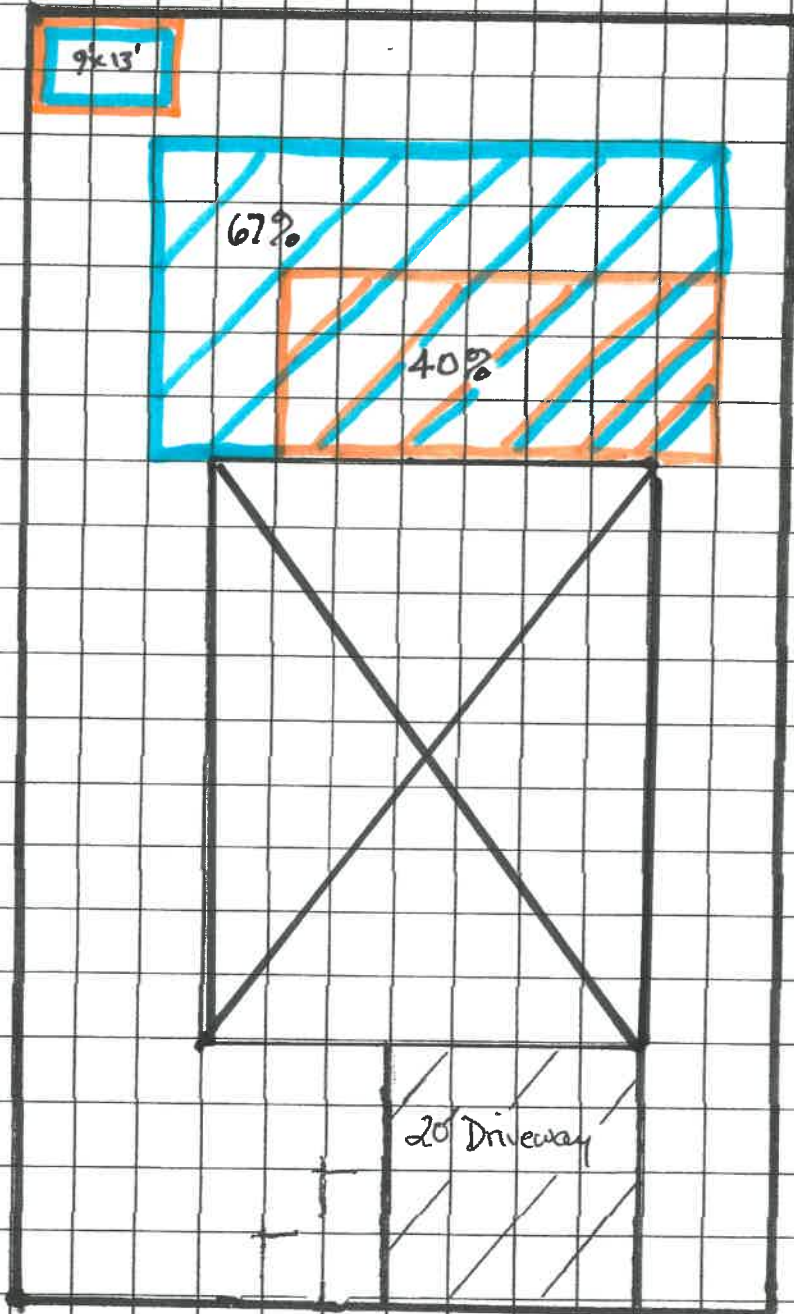
7,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD - 2 (1,000<sup>sq</sup> & 1,500<sup>sq</sup>)

3-A-3



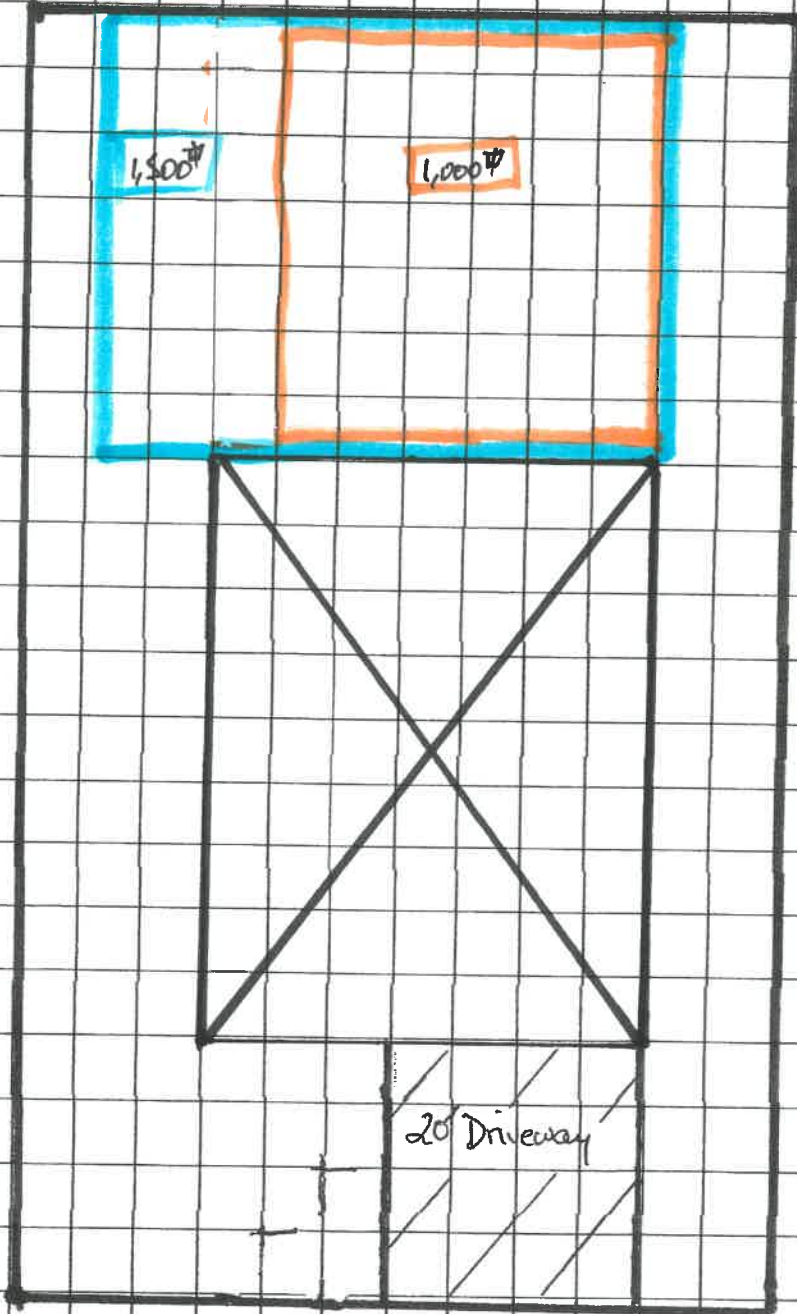
6,000<sup>#</sup> Lot with 1,600<sup>#</sup> home  
METHOD 1 (40% + 67%)

Att. 3-B-1



6,000<sup>#</sup> Lot with 1,600<sup>#</sup> home  
METHOD-2 (1000<sup>#</sup> & 1500<sup>#</sup>)

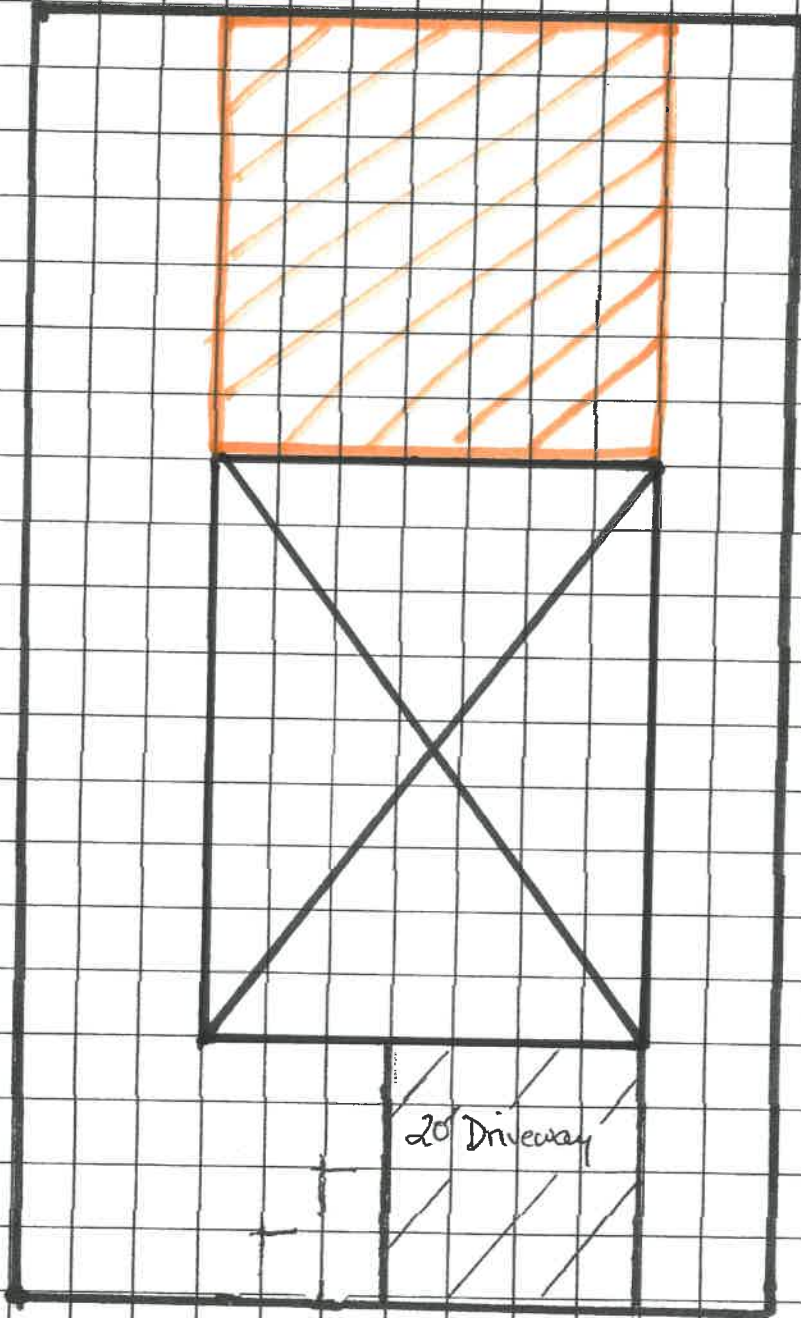
3-B-2



6000

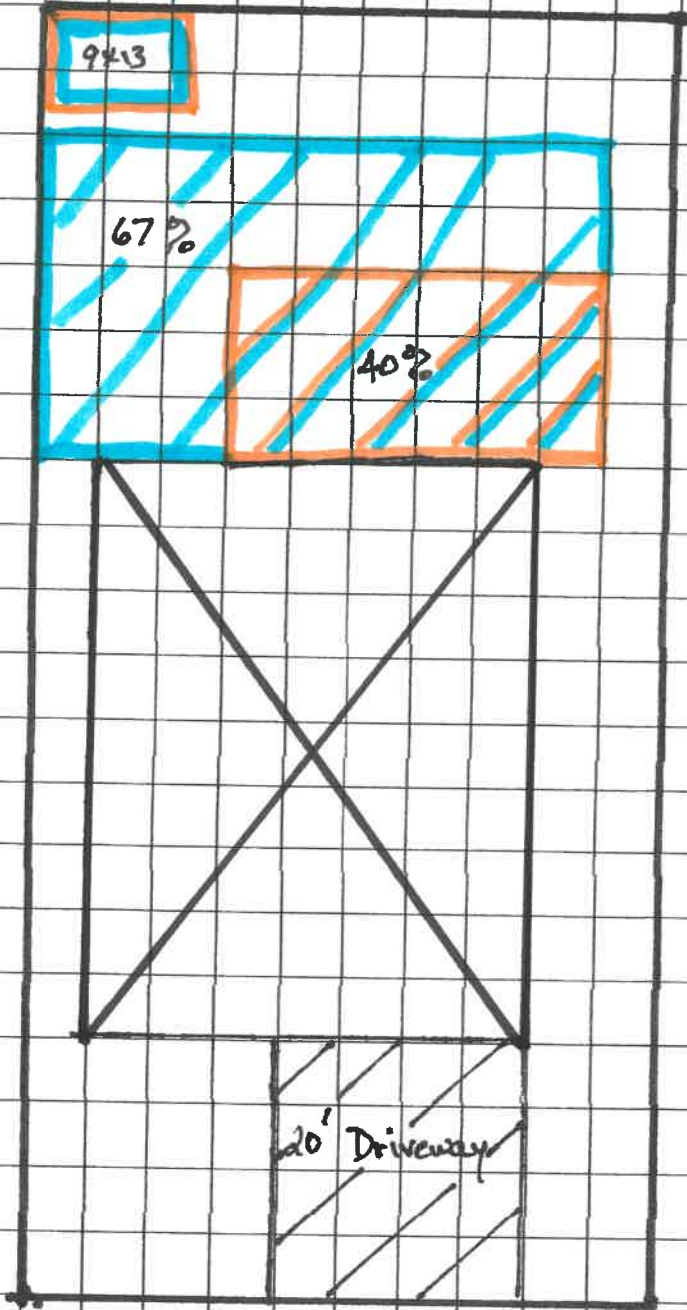
6,000<sup>#</sup> Lot with 1,600<sup>#</sup> home  
METHOD-3 (1,200<sup>#</sup>, 35'x34')

3-B-3



5,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD 1 (40% + 67%)

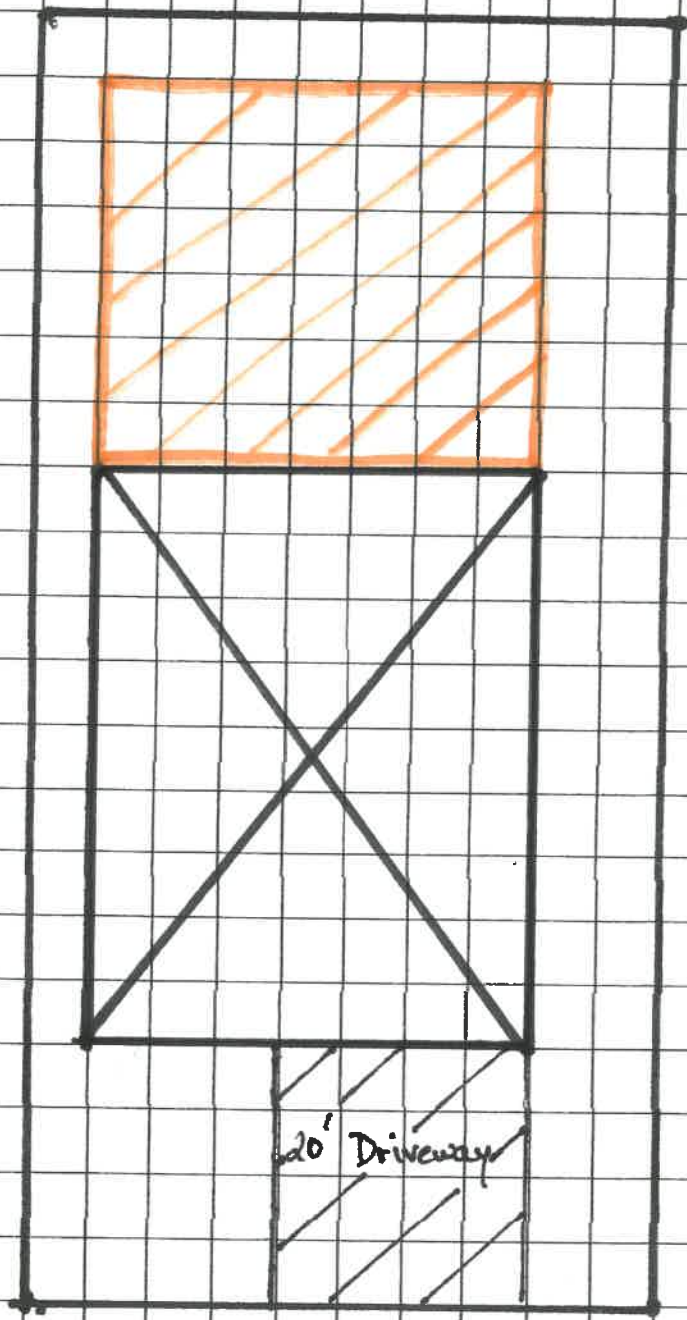
Att. 3-C-1





5,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD-3 (1,000<sup>sq</sup>, 35'x29')

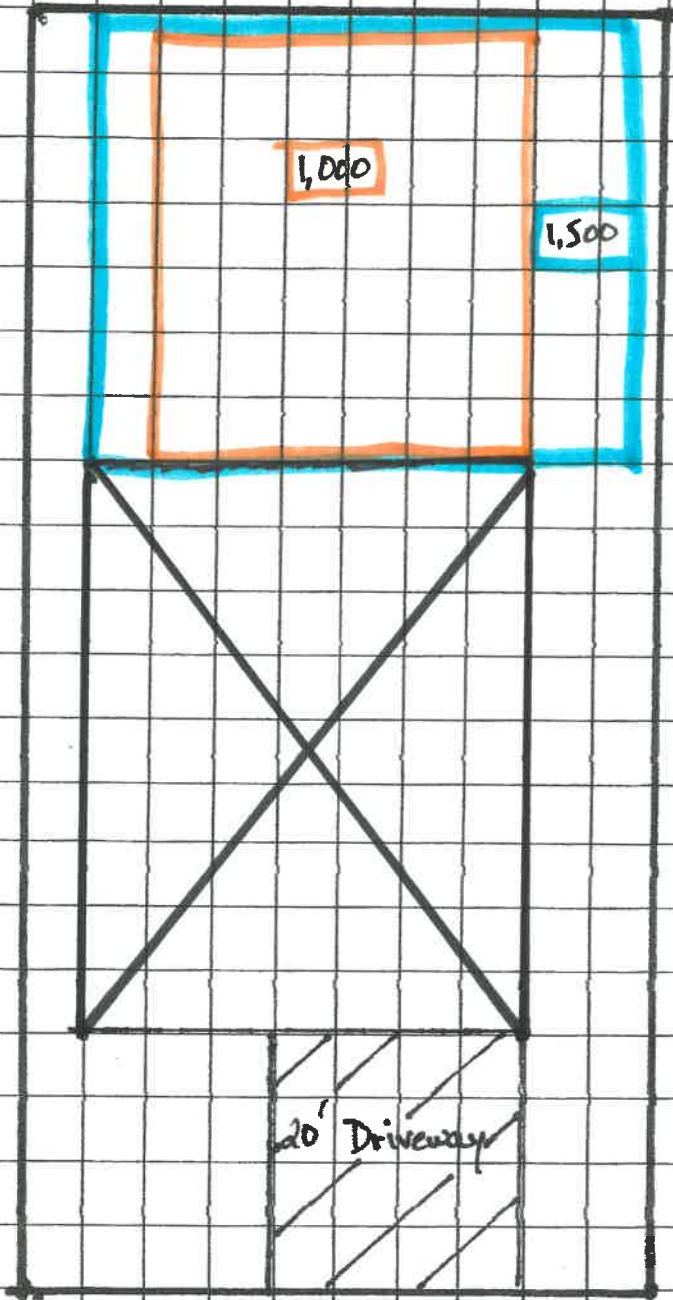
3-c-2



2007

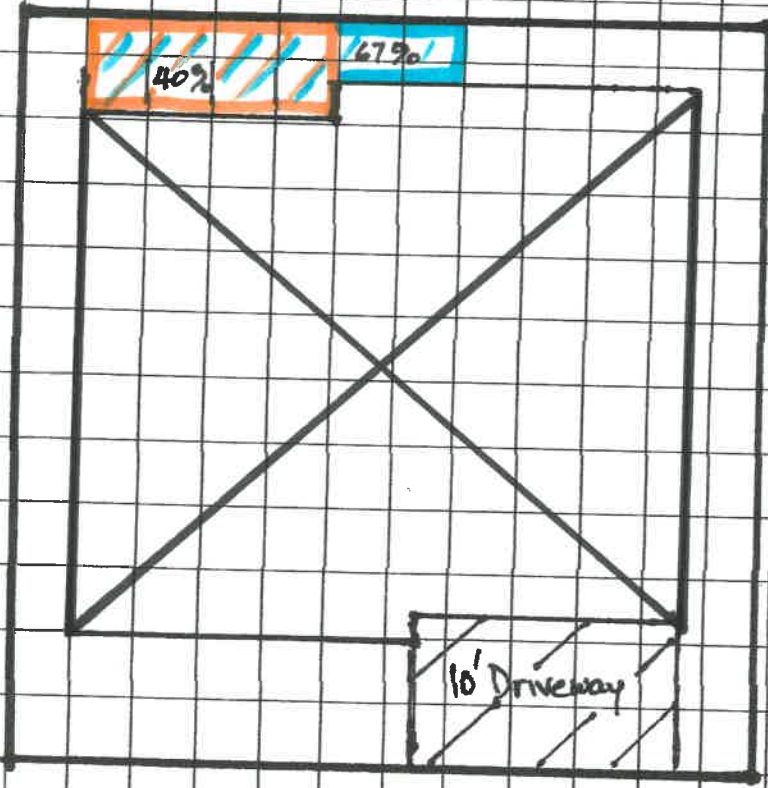
5,000<sup>sq</sup> Lot with 1,600<sup>sq</sup> home  
METHOD-2 (1000<sup>sq</sup> + 1500<sup>sq</sup>)

3-C-3



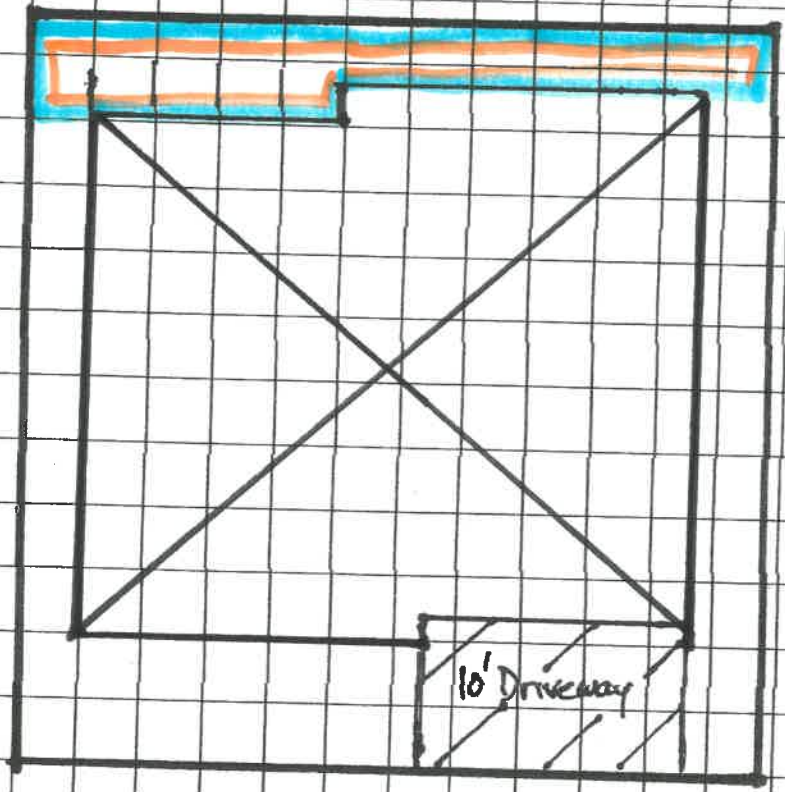
3,300<sup>sq ft</sup> Lot with 1,600<sup>sq ft</sup> home  
METHOD 1 (40% + 67%)

Att. 3-D-1



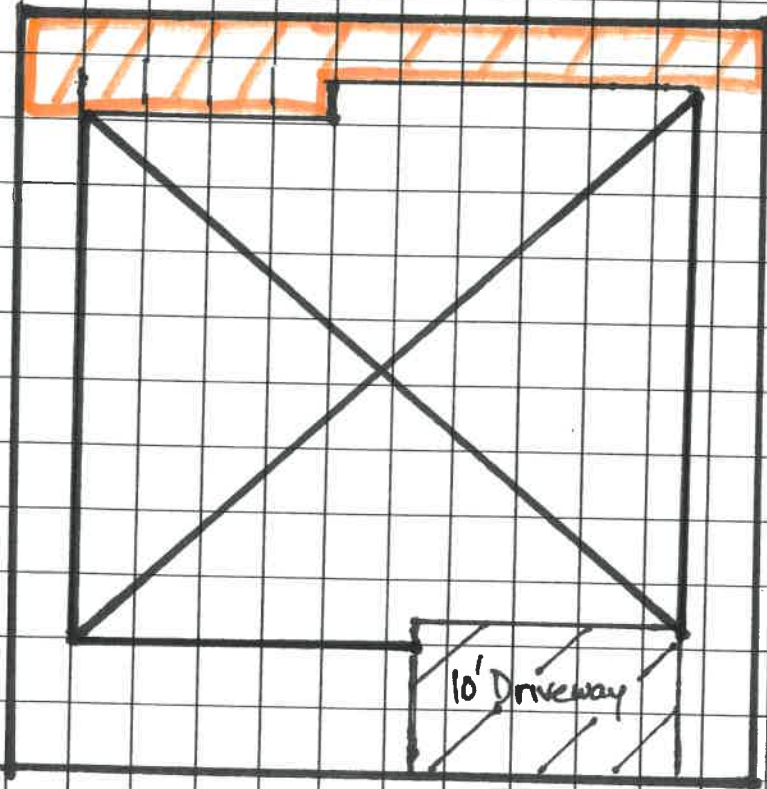
3,300<sup>sq ft</sup> Lot with 1,600<sup>sq ft</sup> home  
METHOD-2 (1000<sup>sq ft</sup> + 1500<sup>sq ft</sup>)

3-D-2



3,300<sup>sq ft</sup> Lot with 1600<sup>sq ft</sup> home  
METHOD-3 (375<sup>sq ft</sup>, 8x25 + 5x35)

3-D-3



**REPORT TO THE CITY COUNCIL**

May 8, 2018

**PREPARED BY:**

Philip F. Sinco, City Attorney

**APPROVED BY:**

Cruz Ramos, City Administrator

**SUBJECT: CONVEYANCES OF REAL PROPERTY FROM THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE TO THE CITY OF GUADALUPE PURSUANT TO THE LONG-RANGE PROPERTY MANAGEMENT PLAN**

**EXECUTIVE SUMMARY:**

On August 22, 2013, the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Guadalupe adopted Resolution no. 2013-06 approving a Long-Range Property Management Plan ("LRPMP") that provided for the disposition of six (6) real property parcels owned by the City's former redevelopment agency. The California Department of Finance subsequently approved the LRPMP. One of the properties (the water tank at 303 Obispo Street) was authorized to be transferred to the City from the Successor Agency for governmental uses. Two of these properties were to be retained by the Successor Agency (the Lantern Hotel and Al's Union parcels) and sold, with the proceeds being distributed to the taxing entities<sup>1</sup>. The remaining three properties are the site of the former Royal Theater and the two adjacent vacant parcels. These three properties were approved to be transferred to the City from the Successor Agency "for future development."

The Council is being asked to approve a resolution consenting to the transfer of these properties from the Successor Agency to the City by grant deed so that the grant deeds may be recorded. Government Code section 27821 requires that a political corporation must grant consent to conveyances of real property in order for grant deeds to be recorded.

For properties transferred to the City "for future development, "such as the Royal Theatre properties, the City is required to enter into "compensation agreements" with each of the affected taxing agencies, as described in more detail below.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2018-20 consenting to the conveyance of three real

property parcels by grant deeds from the Successor Agency to the City pursuant to the LRPMP so that the grant deeds can be recorded.

**BACKGROUND:**

All California redevelopment agencies were eliminated on February 1, 2012, pursuant to ABx1 26 and the ruling by the California Supreme Court issued on December 29, 2011, in the case of *California Redevelopment Assn. v. Matosantos* (2011) 53 Cal.4th 231 upholding the constitutionality of AB 26 x1. As a result, all redevelopment agencies in California were succeeded by successor agencies subject to the authority of oversight boards charged with winding up the affairs of redevelopment agencies.

In June 2013, the California Legislature enacted AB 1487, which, among other things, required successor agencies to prepare a long-range property management plan (“LRPMP”) for the disposition of all real properties owned by the former redevelopment agency. The LRPMP had to be approved by the oversight board, and then, by the California Department of Finance (“DOF”).

The LRPMP of the Successor Agency (“SA”) was approved by the SA’s Oversight Board on August 22, 2013, and subsequently, by DOF. The SA’s LRPMP addressed the disposition of a total of six (6) properties owned by the City’s former redevelopment agency, including:

1. 303 Obispo Street Water Tank;
2. Royal Theater;
3. Two (2) vacant parcels adjacent to the Royal Theater;
4. The Lantern Hotel; and
5. Al’s Union.

The 303 Obispo Street parcel was approved for transfer to the City from the SA for governmental use. The Royal Theater and the two adjacent vacant parcels were approved for transfer to the City for future development as a community performing arts center. The Lantern Hotel and Al’s Union were approved for retention by the SA to be sold with the proceeds of the sale to be distributed to the taxing entities, including the City. The sale of the former Lantern Hotel property has already taken place and the proceeds from the sale have been distributed to the taxing entities. The site of the former Al’s Union site is still under environmental remediation which is expected to continue until at least September 2019. Once the remediation has been completed, the property will be sold, and the proceeds will be distributed to the taxing entities.

**DISCUSSION:**

The City Council is being asked to accept and grant its consent to the transfer of the three Royal Theater parcels by grant deed so that the deeds may be recorded. Government Code section 27281 requires that when real property is conveyed to a political corporation, the grantee must consent to the transfer before the grant deed may be recorded. The 303 Obispo Street parcel will be transferred to the City at a later time.

With respect to the three Royal Theater properties to be conveyed to the City from the SA, the LRPMP provides:

The Guadalupe Successor Agency wishes to transfer this property to the City for future development. As such, the City will enter into a compensation agreement with the taxing entities pursuant to Health & Safety Code 34180(f). Both properties have long been planned to be part of the rehabilitation of the Royal Performing Arts Center. Community discussions anticipated a new entrance, dressing room expansion, south\_side wall for the historic Judy Baca murals, open-air visitor center, farmer's market venue, and parking lot.

The Successor Agency would issue a Request for Proposal for a commercial development renovation project on the contiguous parcels. The proposals would need to conform to the General Plan and fit the Successor Agency's vision for the area. It is anticipated that the Successor Agency would seek a developer that is experienced with the renovation of historic arts and entertainment property.

The SA prepared the LRPMP and determined that the transfer of the Royal Theater parcels to the City for future development was the best option for disposition of these parcels. The SA's Oversight Board agreed and approved the proposed disposition. Finally, DOF approved the proposed disposition as well.

In order for the Successor Agency to convey these properties to the City by grant deed, Government Code section 27821 requires that the City consent to the conveyances before the deeds may be recorded. This consent may be provided by the Council's adoption of Resolution No. 2018-20.

Once the Royal Theatre properties are transferred to the City, Health and Safety Code Section 34180(f) requires the City to enter into "compensation agreements" with the various taxing entities. Compensation agreements may take different forms, and are subject to negotiation with the taxing agencies. Staff believes that one or more of the taxing agencies may be willing to accept the right to use the property in lieu of receiving a cash payment for the property. The final terms of the compensation agreements will be subject to approval by the governing body of each of the affected taxing agencies and the City Council. [Health and Safety Code Section 34180(f)(2) provides that, if the City is unable to negotiate compensation agreements with the taxing agencies, the City must pay such taxing agencies for their share of the property based on the fair market value as of the 2011 property tax lien date, as determined by an independent appraiser approved by the oversight board.]

#### **ALTERNATIVES:**

1. The City Council may decline to take any action at this time. The three properties could be conveyed to the City at a later time; or
2. The City Council can request that the Successor Agency dispose of these properties in another manner such as a sale, however, any disposition of the properties that is not consistent with the disposition specified in the approved LRPMP will require approval of the Oversight Board and the Department of Finance. The Oversight Board for the



Successor Agency of the Redevelopment Agency of the City of Guadalupe will be dissolved as of July 1, 2018, so if the alternative disposition is not approved before that date, the single Oversight Board for the Successor Agencies within the County of Santa Barbara would need to approve any alternative disposition.

3. The City Council may direct staff to explore the option of developing the Royal Theatre as the LRPMP stated and report its findings to the Council.

**In addition. Staff requests direction from the City Council regarding the terms of the proposed compensation agreements to be negotiated with the taxing agencies.**

**FISCAL IMPACT:**

None.

**CONCLUSION**

Staff recommends that the City Council adopt Resolution No. 2018-20 and provide direction to City staff regarding the negotiation of compensation agreement terms.

**ATTACHMENTS:**

- 1) Resolution no 2018- 20 entitled “A Resolution of the City Council of the City of Guadalupe, California Consenting to Conveyances of Properties from the Successor Agency as Provided in the Long Range Property Management Plan.”
- 2) Grant deed for the Royal Theater parcel
- 3) Grant deed for the two vacant parcels adjacent to the Royal Theater

**RESOLUTION NO. 2018-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA  
CONSENTING TO CONVEYANCES OF PROPERTIES FROM SUCCESSOR AGENCY AS  
PROVIDED IN THE LONG RANGE PROPERTY MANAGEMENT PLAN**

**WHEREAS**, the Long Range Property Management Plan prepared by the Successor Agency to the Redevelopment Agency of the City of Guadalupe (“Successor Agency”) and approved by the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Guadalupe pursuant to OB Resolution No. 2013-06 provides that certain real properties are to be transferred from the Successor Agency to the City of Guadalupe; and

**WHEREAS**, three of these properties include the Royal Theater parcel and two adjacent vacant lots which are to be transferred to the City for future development as a community performing arts center; and

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

**WHEREAS**, the consent of the grantee may be shown by means of a resolution of said political corporation; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Guadalupe, that the grant deeds to the foregoing properties, attached hereto, are accepted on behalf of the City and consents to the recordation of these deeds.

**PASSED, APPROVED AND ADOPTED** at a regular meeting the 8<sup>th</sup> day of May 2018 by the following vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, **Joice Earleen Raguz, City Clerk of the City of Guadalupe** DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2018-20, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:

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

The Successor Agency would issue a Request for Proposal for a commercial development renovation project on the contiguous parcels. The proposals would need to conform to the General Plan and fit the Successor Agency's vision for the area. It is anticipated that the Successor Agency would seek a developer that is experienced with the renovation of historic arts and entertainment property.

The SA prepared the LRPMP and determined that the transfer of the Royal Theater parcels to the City for future development was the best option for disposition of these parcels. The SA's Oversight Board agreed and approved the proposed disposition. Finally, DOF approved the proposed disposition as well.

In order for the Successor Agency to convey these properties to the City by grant deed, Government Code section 27821 requires that the City consent to the conveyances before the deeds may be recorded. This consent may be provided by the Council's adoption of Resolution No. 2018-20.

#### **ALTERNATIVES:**

1. The City Council may decline to take any action at this time. The three properties could be conveyed to the City at a later time; or

The City Council can request that the Successor Agency dispose of these properties in another manner such as a sale, however, any disposition of the properties that is not consistent with the disposition specified in the approved LRPMP will require approval of the Oversight Board and the Department of Finance. The Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Guadalupe will be dissolved as of July 1, 2018, so if the alternative disposition is not approved before that date, the single Oversight Board for the Successor Agencies within the County of Santa Barbara would need to approve any alternative disposition.

#### **FISCAL IMPACT:**

None.

#### **CONCLUSION:**

Staff recommends that the City Council adopt Resolution No. 2018-20.

#### **ATTACHMENTS:**

- 1) Resolution No 2018-20 entitled "A Resolution of the City Council of the City of Guadalupe, California Consenting to Conveyances of Properties from the Successor Agency as provided in the Long Range Property Management Plan."
- 2) Grant deed for the Royal Theater parcel
- 3) Grant deed for the two vacant parcels adjacent to the Royal Theater

RECORDING REQUESTED BY:  
CITY CLERK JOICE E. RAGUZ  
CITY OF GUADALUPE, CA

WHEN RECORDED PLEASE MAIL TO:  
City Clerk Joice E. Raguz  
918 Obispo Street  
Guadalupe, CA 93434

No fee per Gov't Code Section 6103

Space above line for Recorder's Use

APN:115-101-01

DOCUMENTARY TRANSFER TAX \$ zero (0)
EXEMPTION (R&T CODE) §11922
EXPLANATION Municipal Govt. Agency
Signature of Declarant or Agent Determining Tax

## GRANT DEED

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE**, a California public entity and successor in interest to the Redevelopment Agency of the City of Guadalupe, hereby grants to the **CITY OF GUADALUPE**, a California municipal corporation, real property in the City of Guadalupe, County of Santa Barbara, State of California, described as follows:

### DESCRIPTION

Lot 4 of Block 6 of the Town of Guadalupe, in the County of Santa Barbara, State of California, as said Town is subdivided and shown on a map thereof recorded in Book "B" at Page 420 of Miscellaneous Records in the office of the County Recorder of said County.

As required by Health and Safety Code §33436, the grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

The City Council of the City of Guadalupe is authorized to accept deeds and grants on behalf of the City of Guadalupe pursuant to California Government Code section 27281

and gives its consent to and acceptance of this grant as provided in City of Guadalupe City Council Resolution No. 2018-20, attached hereto.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City of Guadalupe has executed this Grant Deed as of the date set forth below.

Date: \_\_\_\_\_

**GRANTOR:**

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE, a California public entity and successor in interest to the Redevelopment Agency of the City of Guadalupe

By: \_\_\_\_\_  
Cruz Ramos  
Successor Agency Manager

Date: \_\_\_\_\_

**GRANTEE:**  
CITY OF GUADALUPE,  
a California municipal corporation

By: \_\_\_\_\_  
Cruz Ramos  
City Administrator

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
PHILIP SINCO  
Successor Agency Counsel and  
City Attorney

By: \_\_\_\_\_  
Philip F. Sinco  
Successor Agency Counsel and  
City Attorney

RECORDING REQUESTED BY:  
CITY CLERK JOICE E. RAGUZ  
CITY OF GUADALUPE, CA

WHEN RECORDED PLEASE MAIL TO:  
City Clerk Joice E. Raguz  
918 Obispo Street  
Guadalupe, CA 93434

No fee per Gov't Code Section 6103

Space above line for Recorder's Use

APN:115-101-11 and 115-113-01

DOCUMENTARY TRANSFER TAX \$ zero (0)
EXEMPTION (R&T CODE) §11922
EXPLANATION Municipal Govt. Agency
Signature of Declarant or Agent Determining Tax

## GRANT DEED

**THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE**, a California public entity and successor in interest to the Redevelopment Agency of the City of Guadalupe, hereby grants to the **CITY OF GUADALUPE**, a California municipal corporation, real property in the City of Guadalupe, County of Santa Barbara, State of California, described as follows:

### DESCRIPTION

#### PARCEL ONE

Lot 3 in Block 6 of the Town of Guadalupe, in the County of Santa Barbara, State of California, as said Town is subdivided and shown on a map thereof recorded in Book "B" at Page 420 of Miscellaneous Records in the office of the County Recorder of said County.

APN: 115-101-011

#### PARCEL TWO

That portion of Lot 2 in Block 6 of the Town of Guadalupe, in the County of Santa Barbara, State of California, as said Town is subdivided and shown on a map thereof recorded in Book "B" at Page 420 of Miscellaneous Records, in the office of the County Recorder of said County described as follows:

Beginning at a point on the Easterly line of the County Road, being the most Northwesterly corner of said Lot 2; thence leaving said County Road and following along the Northerly line of said Lot 2 Southeasterly 294 feet to the most Northerly corner of said Lot 2, being a point on the Northwesterly line of Olivera Street, as shown on said map; thence following said street line and the Easterly line of said Lot 2 Southwesterly 42 feet to a point; thence leaving said street line Northwesterly and parallel with the Northerly line of said Lot 2, 260 feet, more or less, to a point on the Westerly line of said Lot 2 and the Easterly line of said County Road, thence following the Westerly line of

said Lot 2 and the Easterly lie of said County Road Northerly 45 feet to the point of beginning.

APN: 115-113-001

As required by Health and Safety Code §33436, the grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

The City Council of the City of Guadalupe is authorized to accept deeds and grants on behalf of the City of Guadalupe pursuant to California Government Code section 27281 and gives its consent to and acceptance of this grant as provided in City of Guadalupe City Council Resolution No. 2018-20, attached hereto.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City of Guadalupe has executed this Grant Deed as of the date set forth below.

**GRANTOR:**

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE, a California public entity and successor in interest to the Redevelopment Agency of the City of Guadalupe

By: \_\_\_\_\_  
Cruz Ramos  
Successor Agency Manager

Date: \_\_\_\_\_

**GRANTEE:**

CITY OF GUADALUPE,  
a California municipal corporation

By: \_\_\_\_\_  
Cruz Ramos  
City Administrator

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Philip F. Sinco  
Successor Agency Counsel and  
City Attorney

14a.

**REPORT TO THE CITY COUNCIL**

**May 8, 2018**

151

**PREPARED BY:**  
**Philip F. Sinco, City Attorney**

*CUR*

**APPROVED BY:**  
**Cruz Ramos, City Administrator**

**SUBJECT: DESIGNATION OF CITY CLERK AND CITY ADMINISTRATOR TO CONSENT TO DEEDS, EASEMENTS, DEDICATIONS, AND OTHER CONVEYANCES OF REAL PROPERTY AND INTERESTS THEREIN ON BEHALF OF THE CITY OF GUADALUPE FOR PURPOSES OF RECORDING AS PERMITTED BY GOVERNMENT CODE SECTION 27281**

**EXECUTIVE SUMMARY:**

Government Code section 27281 provides that deeds or grants conveying real property or any interest therein for public purposes to a public entity shall not be accepted for recordation without the consent of the grantee. This consent can be given by a resolution of the legislative body of the public entity, but Government Code section 27281 also provides that the consent of the grantee may be shown by a general resolution of the legislative body authorizing an officer of the public entity to consent to such conveyances.

In order to improve efficiency, staff is recommending that the City Council adopt a resolution authorizing the City Clerk or City Administrator to prepare a "Certificate of Acceptance" to indicate the City's acceptance of and consent to conveyances of real property or any interest therein for purposes of recording. The City Council will still retain the authority to accept and consent to all conveyances, but permitting the City Clerk or City Administrator to submit a Certificate of Acceptance with grant deeds will allow such deeds to be recorded without additional action on the part of the City Council.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2018-21 authorizing the City Clerk, or the City Administrator in the absence of the City Clerk, to consent to the conveyance of real property and any interests therein on behalf of the City for purposes of recording as permitted by Government Code section 27821.



**BACKGROUND:**

Government Code section 27821 provides, in relevant part:

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

This is to certify that the interest in real property conveyed by the deed or grant dated from \_\_\_ to \_\_\_, a political corporation and/or governmental agency is hereby accepted by order of the (legislative body) on (date), (or by the undersigned officer or agent on behalf of the (legislative body) pursuant to authority conferred by resolution of the (legislative body) adopted on (date),) and the grantee consents to recordation thereof by its duly authorized officer.

Dated By

A political corporation or governmental agency, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds or grants.

**DISCUSSION:**

The City has not designated any officers to consent to conveyances of real property and interests therein. As a result, the City Council must adopt a resolution of acceptance in order for any conveyance to be recorded. This can result in delays in recording of conveyances of real property or interests therein to the City and require additional work for staff and the City Council that can be avoided. If the Council adopts the proposed resolution, the Council will still retain the authority to decide whether to accept conveyances of real property and interests therein; any officer designated by the City Council to prepare a "Certificate of Acceptance" will not be able to accept conveyances without City Council approval but will be able to record these conveyances without an additional resolution of acceptance by the Council.

In order to ensure that an officer will be available to prepare a Certificate of Acceptance to consent to a conveyance, staff is recommending that the City Council also designate the City Administrator to consent to conveyances on behalf of the City when the City Clerk is unavailable.

**ALTERNATIVES:**

1. The City Council may decline to designate any officers to consent to conveyances of real property and interests therein. If so, the City Council will be required to adopt a

resolution of acceptance in order for the conveyance to the City to be accepted for recording; or

2. The City Council may designate only the City Clerk, or the City Administrator, or some other officer(s) to consent to conveyances of real property and interests therein.

**FISCAL IMPACT:**

Adoption of the proposed resolution will have a positive but insignificant, fiscal impact.

**CONCLUSION**

Staff recommends that the City Council adopt Resolution No. 2018-21.

**ATTACHMENTS:**

- 1) Resolution no 2018-21 entitled “A Resolution of the City Council of the City of Guadalupe, California authorizing the City Clerk, and the City Administrator to Accept Deeds, Easements, Dedications, and Other Conveyances to the City for Purposes of Recordation.”

**RESOLUTION NO. 2018-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,  
CALIFORNIA AUTHORIZING THE CITY CLERK AND CITY ADMINISTRATOR TO  
ACCEPT DEEDS, EASEMENTS, DEDICATIONS, AND OTHER CONVEYANCES TO  
THE CITY FOR PURPOSES OF RECORDATION**

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

**WHEREAS**, the consent of the grantee may be shown by means of a general resolution of said political corporation authorizing an officer thereof to consent to deeds and grants;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Guadalupe that the City Clerk, and the City Administrator if the City Clerk is unavailable, be and are hereby authorized to accept on behalf of the City and consent to the recordation of deeds, easements, offers of dedication, or other conveyances which convey the aforementioned interests in real property to the City of Guadalupe.

**PASSED, APPROVED AND ADOPTED** at a regular meeting the 8<sup>th</sup> day of May 2018 by the following vote:

**Motion:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

I, **Joice Earleen Raguz, City Clerk of the City of Guadalupe** DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2018-21, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 8, 2018, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:

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