



BUILDING DEPARTMENT
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Phone: (805) 356-3903
Fax: (805) 343-6905

BUILDING DIVISION REPORT

May 31, 2018

As of May 31, 2018 the Building Division has issued 136 permit for calendar 2018. During 2017 we issued 149 permits up to May 31st of that calendar year.

Pasadera

115 homes complete. 59 homes under construction. Expecting 25 more permit applications in June.

Apio Water Reclamation Project – 4595 W. Main Street

Project will help the cooling operation meet water quality standards and reduce inflow into the city wastewater treatment facility

Alvarez Mixed Use – 946 Guadalupe Street

2 residential apartment units over existing commercial

Beachside Cooling – 1211 Peralta Street

Phase one complete. 2 more phases to follow in the future

La Pasadita Oaxaquena Restaurant – 797 Guadalupe Street

Existing vanilla shell being constructed into a restaurant and food truck service.

Commercial TI for Cricket Wireless – 950 Guadalupe Street

Tenant improvement

Peoples Self Help Housing 41 Apartments – 11th Street

Plan submittal July 1st. Projected start date is November 1st.

Alvarez 12 unit Apartments – 4630 11th Street

Planning approved. In second round of building plan check.

Somolis 34 Apartments – Pioneer Street

This has been a project struggling with financing. New plan set being produced.

Guadalupe Ranch Acres – 11th Street

Santa Barbara County low income housing. 40 units to be demolished 80 new to be constructed.

Various projects under or nearing construction start.

Gonzales single family dwelling.

Ramos residential addition.

Zepeda residential addition,

Nevitt accessory dwelling unit.

AT&T cell site upgrade.

Gowing modular home.

Ball Horticultural green houses.

Rivas residential addition

Cultural Arts Event Center

Guevara residential TI

John McMillan
Building Official
City of Guadalupe



**CITY OF GUADALUPE
BUILDING DEPARTMENT**

STATUS REPORT

MONTH: April, 2018

	This Month	Last Month	Year to Date	Last Year
Visitors	39	57	174	113
Inspections	485	484	2,051	555
Building Permits Issued	12	58	87	63
Certificate of Occupancy	0	0	23	21

VISITORS: Permits, Planning application submittals, submitted plan updates, general information

BUILDING DEPARTMENT ACTIVITY REPORT

FN 5	4817 Sanchez	Footings			
FN 5	4817 Sanchez	Setbacks			
FN 5	4817 Sanchez	Steel reinforcement			
FN 5	4817 Sanchez	Capillary Break			
F 1	352 Obispo	Final Building			
F 2	352 Obispo	Final Electrical			
F 11	352 Obispo	PV project final			
FR 8	Lot	Interior Drain waste vent			x
FR 4	Lot	Rough Plumbing			x
AD 2	Niño	Review DI report - Curb and Gutter - Compaction			x
AD 2	Lot 203	Review DI report - Cable tensioning			
AD 2	Lot 195	Review DI report - Cable tensioning			x
AD 2	Lot 194	Review DI report - Cable tensioning			x
FN 5	Lot 29	Forms			x
FN 1	Lot 29	Footings			x
FN 5	Lot 29	Setbacks			x
FN 1	Lot 29	Seismic hold downs			x
FN 5	Lot 29	Capillary Break			x
FN 5	Lot 29	Post Tension Cables			x
FN 5	Lot 28	Forms			x
FN 1	Lot 28	Footings			x
FN 5	Lot 28	Setbacks			x
FN 1	Lot 28	Seismic hold downs			x
FN 5	Lot 28	Capillary Break			x
FN 5	Lot 28	Post Tension Cables			x
FN 5	Lot 27	Forms			x
FN 1	Lot 27	Footings			x
FN 5	Lot 27	Setbacks			x
FN 1	Lot 27	Seismic hold downs			x
FN 5	Lot 27	Capillary Break			x
FN 5	Lot 27	Post Tension Cables			x
AD 2	Niño	Review DI report - Curb and Gutter - Compaction - reinspect			x
AD 2	Lot 207	Review DI report - Concrete placement and testing			x
AD 2	Lot 206	Review DI report - Concrete placement and testing			x

BUILDING DEPARTMENT ACTIVITY REPORT

AD 2	Lot 205	Review DI report - Concrete placement and testing	X		
AD 2	Lot 152	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 153	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 154	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Well house area	Review DI report - Compaction sub-grade	X		
AD 2	Lot 13	Review DI report - Finish pad grade	X		
AD 2	Lot 140	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 141	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 136	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 137	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 138	Review DI report - Driveway and sidewalk - Compaction	X		
AD 2	Lot 139	Review DI report - Driveway and sidewalk - Compaction	X		
FN 5	Lot 23	Forms	X		
FN 1	Lot 23	Footings	X		
FN 5	Lot 23	Setbacks	X		
FN 1	Lot 23	Seismic hold downs	X		8 hours
FN 5	Lot 23	Capillary Break	X		
FN 5	Lot 23	Post Tension Cables	X	55 Inspect/Tasks	
5/3/2018 AD 9	918 Obispo	Scheduling	PASS	CORRECT	CORRECT/PROCEED
FN 5	Lot 26	Forms	X		
FN 1	Lot 26	Footings	X		
FN 5	Lot 26	Setbacks	X		
FN 1	Lot 26	Seismic hold downs	X		
FN 5	Lot 26	Capillary Break	X		
FN 5	Lot 26	Post Tension Cables	X		
FN 5	Lot 25	Forms	X		
FN 1	Lot 25	Footings	X		
FN 5	Lot 25	Setbacks	X		
FN 1	Lot 25	Seismic hold downs	X		
FN 5	Lot 25	Capillary Break	X		
FN 5	Lot 25	Post Tension Cables	X		
FN 5	Lot 24	Forms	X		

BUILDING DEPARTMENT ACTIVITY REPORT

FN 1	Lot 24	Footings	X		
FN 5	Lot 24	Setbacks	X		
FN 1	Lot 24	Seismic hold downs	X		
FN 5	Lot 24	Capillary Break	X		
FN 5	Lot 24	Post Tension Cables	X		
FN 5	Lot 23	Forms	X		
FN 1	Lot 23	Footings	X		
FN 5	Lot 23	Setbacks	X		
FN 1	Lot 23	Seismic hold downs	X		
FN 5	Lot 23	Capillary Break	X		
FN 5	Lot 23	Post Tension Cables	X		
FN 5	Lot 22	Forms	X		
FN 1	Lot 22	Footings	X		
FN 5	Lot 22	Setbacks	X		
FN 1	Lot 22	Seismic hold downs	X		
FN 5	Lot 22	Capillary Break	X		
FN 5	Lot 22	Post Tension Cables	X		
FN 5	Lot 21	Forms	X		
FN 1	Lot 21	Footings	X		
FN 5	Lot 21	Setbacks	X		
FN 1	Lot 21	Seismic hold downs	X		
FN 5	Lot 21	Capillary Break	X		
FN 5	Lot 21	Post Tension Cables	X		
FN 5	Lot 20	Forms	X		
FN 1	Lot 20	Footings	X		
FN 5	Lot 20	Setbacks	X		
FN 1	Lot 20	Seismic hold downs	X		
FN 5	Lot 20	Capillary Break	X		
FN 5	Lot 20	Post Tension Cables	X		
FN 5	Lot 19	Forms	X		
FN 1	Lot 19	Footings	X		
FN 5	Lot 19	Setbacks	X		
FN 1	Lot 19	Seismic hold downs	X		
FN 5	Lot 19	Capillary Break	X		
				x 51	Inspect/Tasks

BUILDING DEPARTMENT ACTIVITY REPORT

				PASS	CORRECT	CORRECT/PROCEED
5/7/2018	AD 9	918 Obispo	Scheduling	X		
	FR 2	Lot 28	Floor nail	X		
	FR 3	Lot 193	Rough Mechanical	X		
	FR 3	Lot 206	Rough Mechanical	X		
	FR 7	Lot 199	Sprinkler piping	X		
	FR 7	Lot 199	Sprinkler hydro	X		
	FR 7	Lot 199	Sprinkler piping	X		
	FR 7	Lot 199	Sprinkler hydro	X		
	F 1	209 Niño	Final Building	X		
	F 2	209 Niño	Final electrical	X		
	F 3	209 Niño	Final plumbing	X		
	F 4	209 Niño	Final mechanical	X		
	F 8	209 Niño	Final drainage	X		
	AD 2	209 Niño	Final documents to close out project	X		
	AD 2	209 Niño	Document C of O	X		
	F 11	209 Niño	Project final	X		
	F 6	209 Niño	Final Smoke and fire systems	X		
	SC 1	344 Campodonico	Drywall Nail	X		
	AD 8	918 Obispo	Research on condenser setbacks		X	
	AD 4	918 Obispo	Captain Garcia and Alice on Health Dept. requirements	X		22 Inspections/Tasks
	AD 4	918 Obispo	Larry on all weather road for Pasadera Models		X	
	AD 2	918 Obispo	Records update -	X		7.75 hours
5/8/2018	AD 9	918 Obispo	Scheduling	PASS		
	AD 9	918 Obispo	Alice off - Cover Office hours - extended	X		
	F 1	213 Niño	Final Building	X		
	F 2	213 Niño	Final electrical	X		
	F 3	213 Niño	Final plumbing	X		
	F 4	213 Niño	Final mechanical	X		
	F 8	213 Niño	Final drainage	X		
	AD 2	213 Niño	Final documents to close out project	X		
	AD 2	213 Niño	Document C of O	X		

BUILDING DEPARTMENT ACTIVITY REPORT

F 11	213 Niño	Project final	X		
F 6	213 Niño	Final Smoke and fire systems	X		
FR 1	Lot 205	Rough Electric	X		
FR 1	Lot 204	Rough Electric	X		
FR 1	Lot 206	Rough Electric	X		
FR 1	Lot 207	Rough Electric	X		
FN 5	4575 W Main	Forms - Apio tank foundations	X		
FN 5	4575 W Main	Footings - Apio tank foundations	X		
FN 5	4575 W Main	Setbacks	X		
FN 5	4575 W Main	Reinforcement	X		
FN 5	4575 W Main	Anchors	X		
F 1	4595 W Main	Final building Equipment platform	X		
F 11	4595 W Main	Project final	X		
F 11	117 Masatani Court	Demo permit final	X		
AD 2	4575 W Main	Review DI report reinforcing steel, footings and over Ex.	X		7.75 hours
AD 2	4575 W Main	Structural Observations report per Adames Design Group	X		
AD 10	918 Obispo	Process plan set submittals	X		27 Inspect/Tasks
AD 2	918 Obispo	Records update -	X		
5/9/2018			PASS	CORRECT	CORRECT/PROCEED
AD 9	918 Obispo	Scheduling	X		
AD 9	918 Obispo	Alice off - Cover Office hours - extended	X		
F 1	205 Niño	Final Building	X		
F 2	205 Niño	Final electrical	X		
F 3	205 Niño	Final plumbing	X		
F 4	205 Niño	Final mechanical	X		
F 8	205 Niño	Final drainage	X		
AD 2	205 Niño	Final documents to close out project	X		
AD 2	205 Niño	Document C of O	X		
F 11	205 Niño	Project final	X		
FR 1	Lot 191	Rough Electric	X		
FR 1	Lot 192	Rough Electric	X		
FR 1	Lot 193	Rough Electric	X		
FR 1	Lot 194	Rough Electric	X		

BUILDING DEPARTMENT ACTIVITY REPORT

FR 2	Lot 26	Floor Nail	X					
AD 1	918 Obispo	G Alvarez on demo permit						X
AD 2	Lot 204	Tensioning of footing tendons - Review DI report	X					
AD 2	Lot 207	Tensioning of footing tendons - Review DI report	X					
AD 2	Lot 206	Tensioning of footing tendons - Review DI report	X					
AD 2	Lot 205	Tensioning of footing tendons - Review DI report	X					
FR 3	Lot 191	Rough Mechanical	X					
FR 3	Lot 192	Rough Mechanical	X					
FR 3	Lot 193	Rough Mechanical	X					
FR 3	Lot 194	Rough Mechanical	X					
FR 1	Lot 202	Rough Frame	X					
FR 2	Lot 202	Roof diaphragm nailing	X					
FR 9	Lot 202	Shear walls	X					
FR 1	Lot 199	Rough Frame	X					
FR 2	Lot 199	Roof diaphragm nailing	X					
FR 9	Lot 199	Shear walls	X					
FR 1	Lot 197	Rough Frame	X					
FR 2	Lot 197	Roof diaphragm nailing	X					
FR 9	Lot 197	Shear walls	X					
FR 1	Lot 203	Rough Frame	X					
FR 9	Lot 204	Shear walls	X					
AD 2	918 Obispo	Records update -	X					8 hours
			X					36 Inspect/Tasks
			PASS					CORRECT
								CORRECT/PROCEED
5/10/2018	AD 9	Scheduling	X					
	FR 2	Roof diaphragm nailing	X					
	FR 9	Shear walls	X					
	FR 1	Rough Frame	X					
	FR 2	Roof diaphragm nailing	X					
	FR 9	Shear walls	X					
	FR 1	Rough Frame	X					
	FR 2	Roof diaphragm nailing	X					
	FR 9	Shear walls	X					
	FR 1	Rough Frame	X					
	FR 2	Roof diaphragm nailing	X					
	FR 9	Shear walls	X					
	FR 1	Rough Frame	X					

BUILDING DEPARTMENT ACTIVITY REPORT

FN 1	Lot 16	Seismic hold downs	X		
FN 5	Lot 16	Capillary Break	X		
FN 5	Lot 16	Post Tension Cables	X		
FN 5	Lot 16	Forms	X		
FN 5	Lot 16	Footings	X		
FN 5	Lot 16	Reinforcement	X		
FN 5	Lot 18	Setbacks	X		
FN 1	Lot 18	Seismic hold downs	X		
FN 5	Lot 18	Capillary Break	X		
FN 5	Lot 18	Post Tension Cables	X		
FN 5	Lot 18	Forms	X		
FN 5	Lot 18	Footings	X		
FN 5	Lot 18	Reinforcement	X		
FN 5	Lot 19	Setbacks	X		
FN 1	Lot 19	Seismic hold downs	X		
FN 5	Lot 19	Capillary Break	X		
FN 5	Lot 19	Post Tension Cables	X		
FN 5	Lot 19	Forms	X		
FN 5	Lot 19	Footings	X		
FN 5	Lot 19	Reinforcement	X		
AD 8	918 Obispo	Building department budget	X		
AD 1	918 Obispo	Customer service - counter support, permit issuance - exten	X		
AD 4	918 Obispo	Cruz on water connection fee for school	X		
AD 4	918 Obispo	Richard on water connection fee for school	X		6 hours
AD 2	918 Obispo	Records update -	X		32 Inspect/Tasks
5/15/2018	AD 9	Scheduling	PASS	CORRECT	CORRECT/PROCEED
	AD 9	Alice off - Cover Office hours - extended	X		
	SC 3	Exterior Lath	X		
	SC 3	Exterior Lath	X		
	SC 3	Exterior Lath	X		
	SC 3	Exterior Lath	X		
	SC 1	Drywall nail	X		

BUILDING DEPARTMENT ACTIVITY REPORT

PDPW	Las Flores Park	Basin Curbing and Sidewalks		
AD 4	918Obispo	Juana on sick time	X	
FR 2	Lot 25	Floor Nail	X	
AD 10	918 Obispo	Calculate and write permit 4578 12th St. Nevitte SFD	X	
AD 10	918 Obispo	Begin work on Apio water reclamation permitting	X	5.5 hours
AD 2	918 Obispo	Records update -	X	13 Inspect/Tasks
			PASS	CORRECT/PROCEED
5/16/2018	AD 9	Scheduling	X	
	F1	Final building	X	
	F 11	Project Final on patio cover	X	
	AD 9	Alice off - Cover Office hours - extended	X	
	AD 10	Continue work on Apio water reclamation permitting 6 hours	X	
	MS 4	Inspect fully staged model homes	X	
	AD 4	Plumbing contractor on condensate line location change	X	8 hours
	AD 2	Records update -	X	8 Inspect/Tasks
			PASS	CORRECT/PROCEED
5/17/2018	AD 9	Scheduling	X	
	AD 10	Complete work on Apio water reclamation permitting	X	
	AD 4	W/Richard and Alice on Deposits, permitting		X
	FR 7	Fire sprinkler hydro	X	
	FR 7	Fire sprinkle rough piping	X	
	FR 7	Fire sprinkler hydro	X	
	FR 7	Fire sprinkle rough piping	X	
	FR 7	Fire sprinkler hydro	X	
	FR 7	Fire sprinkle rough piping	X	
	FR 7	Fire sprinkler hydro	X	
	FR 7	Fire sprinkle rough piping	X	
	FR 7	Fire sprinkler hydro	X	
	FR 10	Gas Pressure test	X	
	FR 6	Gas Piping	X	
	FR 10	Gas Pressure test	X	
	FR 6	Gas Piping	X	
	F 1	Final building	X	

BUILDING DEPARTMENT ACTIVITY REPORT

	AD 2	918 Obispo	Records update -	X			7.5 hours
				PASS	CORRECT	CORRECT/PROCEED	
5/23/2018	AD 9	918 Obispo	Scheduling	X			
	SW 3	319 Fuente	Drainage issue resolved @Pasadera	X			
	AD 2	918 Obispo	Begin work on monthly report			X	
	FR 6	Lot 33	Rough gas piping	X			
	FR 10	Lot 33	Gas pressure test	X			
	FR 2	Lot 25	Floor diaphragm nailing	X			
	MS 4	4575 W Main	Progress inspection Apio Water Reclamation Project			X	
	SC 9	Lot 8	Scratch coat	X			
	SC 9	Lot 7	Scratch coat	X			
	AD 4	918 Obispo	Larry on Storm water Control Plans		X		
	AD 2	918 Obispo	Review Engineers report on truss modification - Pasadera	X			5.75 hours
	AD 4	918 Obispo	Alice on Storm water control plan documentation				
	AD 2	918 Obispo	Records update -	X		13 Inspect/Tasks	
5/24/2018	AD 9	918 Obispo	Scheduling	PASS			
	AD 10	918 Obispo	Calculate and prep permit for AT&T cell site	X			
	FR 1	Lot 37	Rough Electric	X			
	FR 3	Lot 37	Rough Mechanical	X			
	SC 2	Lot 37	Meter set Tag # 054175	X			
	AD 1	918 Obispo	Indra from PSHH on wind speed and exposure	X			
	SC 9	Lot 1	Scratch coat	X			
	SC 9	Lot 2	Scratch coat	X			
	SC 9	Lot 3	Scratch coat	X			
	SC 9	Lot 4	Scratch coat	X			
	SC 9	Lot 5	Scratch coat	X			
	FR 1	Lot 37	Rough Electric	X			
	FR 3	Lot 37	Rough Mechanical	X			
	SC 2	Lot 37	Meter set Tag #	X			
	FR 2	Lot 24	Floor diaphragm nailing	X			

BUILDING DEPARTMENT ACTIVITY REPORT

MS 4	Pasadera	Progress inspections			
FR 3	Lot 32	Rough Mechanical		X	
FR 3	Lot 31	Rough Mechanical		X	
AD 4	Lot 18	Angel on Plumbing trap relocation		X	
AD 8	918 Obispo	Research options for clean out operations			
FR 1	Lot 35	Rough Electric		X	
FR 3	Lot 35	Rough Mechanical		X	
SC 2	Lot 35	Meter set Tag # 054266		X	
AD 4	918 Obispo	Larry on demo permits		X	
AD 2	918 Obispo	Records update -		X	
F 1	4478 12th St	Final building -		X	
F 2	4478 12th St	Final electrical		X	
F 3	4478 12th St	Final plumbing		X	
F 4	4478 12th St	Final mechanical		X	
F 8	4478 12th St	Final drainage		X	
AD 2	4478 12th St	Final documents to close out project		X	
AD 2	4478 12th St	Document C of O		X	
F 11	4478 12th St	Project final		X	21 Inspect/Tasks
F 6	4478 12th St	Final Smoke and fire systems		X	6 hours
5/30/2018	AD 9	Scheduling	PASS		
	FR 7	Fire Sprinkler Hydro		X	
	FR 7	Fire Sprinkler piping		X	
	FR 7	Fire Sprinkler Hydro	X		
	FR 7	Fire Sprinkler piping	X		
	FR 7	Fire Sprinkler Hydro	X		
	FR 7	Fire Sprinkler piping	X		
	FR 7	Fire Sprinkler Hydro	X		
	FR 7	Fire Sprinkler piping	X		
	FR 7	Fire Sprinkler Hydro	X		
	FR 7	Fire Sprinkler piping	X		
	FR 7	Fire Sprinkler Hydro	X		
	FR 7	Fire Sprinkler piping	X		
	FR 7	Fire Sprinkler Hydro	X		
	FR 2	Floor nail		X	
	AD 8	Review email to Cruz From Mark Zekanis		X	

BUILDING DEPARTMENT ACTIVITY REPORT

AD 5	918 Obispo	Appel document on Cell towers	x		19 Inspect/Tasks
AD 2	918 Obispo	Records update -	x		
		542 TOTAL INSPECTIONS/ACTIVITIES FOR MAY 2018			

6d4.



PLANNING DEPARTMENT

**City of Guadalupe
918 Obispo Street
P.O. Box 908
Guadalupe, CA 93434
Tel (805) 356-3903**

To: Mr. Mayor and City Councilmembers
From: Larry Appel, Contract City Planner *LAA*
Date: June 1, 2018
Re: **Monthly Planning Report Covering May 2018**

MINISTERIAL PROJECTS

Zoning Clearances Approved	5
Zoning Clearances Denied	0
Zoning Clearances Appealed	0
Business Licenses Approved	5

DISCRETIONARY PROJECTS

The following projects are in for Planning Department review and have been worked on during March:

- Rear yard paving ordinance
- Pasadera (Specific Plan amendment and Memorandum of Agreement)
- Beachside Produce (Landscape Condition review)
- People's Self Help Housing (Guadalupe Ct. Apts.)
- El Padrecito Retreat & Events
- Housing Authority of Santa Barbara County - Affordable Housing Pre-App
- Accessory Dwelling Unit ordinance amendments

If any Councilmember is interested in a particular project or would like to know its status, please let me know and I would be happy to provide the information.

Guadalupe City Planning Department Planning Processing Summary for May 2018 (06/01/18 update)

<u>Case No.</u>	<u>Name</u>	<u>Submittal Date</u>	<u>Comp. Date</u>	<u>Status</u>	<u>OK for Bldg. Permit Issuance</u>
2016-054-CUP \$\$	Quiroga Boardinghouse	11-23-16	COMP 02-21-18	Deemed Complete, but waiting for authorization from owner to proceed. Building Permit has expired and new Codes require resubmittal with expensive upgrades. No activity this month.	NO
2017-096-CUP \$\$	Guadalupe Cultural Ctr.	09-17-17	INC 03-12-18	New Incomplete letter sent 3/12, applicant requested additional copy of PSA waiver letter on 4/27. No Activity this month	NO
2017-080-CUP \$\$	El Padrecito Retreat & Events	08-21-17	INC 10-27-17	Draft report and recommendations completed April 2018. No Activity this month	NO
2018-068-OA No\$	Rear yard paving ordinance	01-02-18	NA	Second reading of ordinance approved at 5/8 meeting.	N/A
2017-130-TPM \$\$	DJ Farms South Master TPM	10-12-17	Incomplete 03-07-18	Draft INC converted to INC letter 3-7. Several meetings with applicants to discuss the project. No activity this month.	NO
2018-089-PA \$	Housing Authority of SB Co	04/20/18	N/A	Presentation made at May 8th Council meeting	NO
2018-097-OA No \$	ADU Ord. amend.	05/21/18	N/A	Scheduled for Council first reading on 06/12/18	N/A

<u>Guadalupe City</u>	<u>Planning</u>			<u>Discretionary Processing</u>	<u>Page 2</u>
<u>Case No.</u>	<u>Name</u>	<u>Submittal Date</u>	<u>Comp. Date</u>	<u>Status</u>	<u>OK for Bldg. Permit Issuance</u>
2016-043-LLA \$\$	Beachside Cooler Lot Line Adj.	10-31-16	INC No record	Waiting for resubmittal. Permit should be processed by City Engineer. No activity this month.	YES*
2017-141-FM \$\$	DJ Farm Lot 4 FM	08-25-17	INC No record	Working with applicant and Surveyor to prepare map for recordation. Revisions now requested to "merge" some lots to achieve ZC/SP consistency with new homes. No activity this month.	NO

A DISCRETIONARY permit is one that requires City Council approval

No\$ = unreimbursed planning work

\$ = projects where a fixed fee has been paid

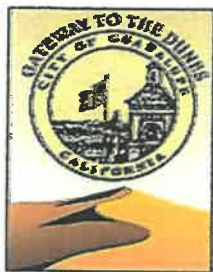
\$\$ = projects where a variable fee / deposit is made and the applicant is billed for time beyond the initial deposit

06/01/18

Ministerial Permits Issued in May 2018

2018-092-ZC	Lopez Paving/ RV storage
2018-093-ZC	Alvarez 2-unit second story apartments
2018-094-ZC	Rojas Front Paving
2018-098-ZC	Pereyra Rear Paving
2018-099-ZC	Del Rio Paving

6ds.



CITY OF GUADALUPE
918 Obispo Street
Guadalupe, CA 93434
P: (805) 356-3895
F: (805) 343-0542
Finance Department

Memorandum

To: Cruz Ramos, City Administrator

From: Megan Lizalde, City Treasurer

Subject: Treasurer's Report – April 2018

Date: 5/30/2018

This memo explains the changes in the monthly Treasurer's report for April 2018 compared to the prior month. April cash increased by approximately \$235,000. This was due to several factors including, Property Tax Distribution, Road and Maintenance Collection Periods, State Tax reimbursements as well as Southern California Gas payments.

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

Local Agency Investment Fund ("LAIF") Account 98-42-346	4,010,750.84
Total Investments	\$ 4,010,750.84

Cash	
Checking Account 155-503815 ("Warrant Account")	495,231.37
Checking Account 155-003261 ("Payroll Account")	29,780.21
Total Cash	\$ 525,011.58 *

*Actual ending balances reconciled to Bank Statements


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

Investments and Cash	March 31, 2018	April 30, 2018
Investments	3,997,004.97	4,010,750.84
Cash	303,384.91	525,011.58
Total	\$ 4,300,389.88	\$ 4,535,762.42 **

** Total Cash and Investments agree to General Ledger.

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

Submitted: 5/30/2018 by:


Megan J. Lizalde
 City Treasurer

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

www.treasurer.ca.gov/pmia-laif/laif.asp
May 16, 2018

CITY OF GUADALUPE

CITY TREASURER
918 OBISPO STREET
GUADALUPE, CA 93434

PMIA Average Monthly Yields

Account Number:
98-42-346

Tran Type Definitions

April 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/13/2018	4/12/2018	QRD	1568260	SYSTEM	13,745.87

Account Summary

Total Deposit:	13,745.87	Beginning Balance:	3,997,004.97
Total Withdrawal:	0.00	Ending Balance:	4,010,750.84

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

Fund #	Fund	Balance
01	General Fund	-387,857
10	Water Operating	4,270,718
30	Water Capital	-703,637
12	Wastewater Operating	-1,059,820
32	Wastewater Capital	5,824,868
15	Solid Waste	-14,829
20	Gas Tax	97,307
22	Local Transportation	177,639
23	Transit	837,239
26	RDA Operating	-4,943,900
28	Guadalupe Library	-63,955
31	Payroll Clearing	0
36	Public Facilities	4,925
38	Park Development	1,569
39	Community Corrections Grant	3,178
40	Fire Safety Fund	62,738
42	Police Safety Fund	58,154
43	Police - Airport	-41,292
57	Alcohol & Drug (Gladiators)	4,066
58	CDBG	57,762
60	Guadalupe Assessment District	33,338
65	Guadalupe Lighting District	441,880
66	STBG-1412	0
67	EDBG	111,934
71	Measure A	952,105
76	Capital Facilities Fund	238,622
78	City Hall Equipment	8,449
87	Traffic Mitigation	33,056
90	RDA-Affor Hsg	422,699
91	2003 Bond Refi	656,286
94	Sewer Bond Fund	19,205
96	Def. Comp Fund	0
97	GEN L.T. Fund	0
98	GEN Fix Assests	3,597,823
99	Cash Clearing	0

Note:

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

City of Guadalupe
Year to Date Revenues vs Expenditures
as of April 30, 2018
83 % through the Year

	YTD	Annual	% of
General Fund	Actual	Budget	Budget
Revenues	3,353,140	4,124,210	81.3%
Expenditures	3,056,654	4,087,178	74.8%
Net Position	296,486	37,032	

	YTD	Annual	% of
Enterprise Funds	Actual	Budget	Budget
Revenue	3,243,276	3,889,442	83.4%
Expenditures	2,767,621	3,486,032	79.4%
Net Position	475,655	403,410	

	YTD	Annual	% of
Other Governmental Funds	Actual	Budget	Budget
Revenue	1,138,762	1,962,403	58.0%
Expenditures	1,771,899	2,823,317	62.8%
Net Position	-633,137	-860,914	

Summary as of April 30, 2018

General Fund:

Revenue is trending close to the 83% benchmark
Expenditures are trending at 8.2% below benchmark

Enterprise Funds:

Revenue is trending at the 83% benchmark
Expenditures are trending at 3.6% below benchmark

Other Governmental Funds

Revenue is trending at 25% below benchmark due to timing issues
Expenditures include 4th St improvement project and 2017 pavement rehab

**City of Guadalupe
May 2018
Civil Engineering Projects**

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

- **Obispo and 11th Street Drainage Improvements** – This project was awarded by the City Council in May. A preconstruction meeting was held with AAAA Engineering Contracting, Inc. on Thursday, May 31, 2018. This project will include new drainage facilities at the 11th Street and Obispo Street intersection, and on Peralta Avenue from 12th Street to the north end. It is expected that work will commence the week of Monday, June 18, 2018.
- **2018 Pavement Maintenance Project** – Bids were opened for this slurry seal project on Thursday, May 24, 2018. The project will be brought to the City Council at the June meeting for award. The majority of the funding for this project is coming from additional gas tax from Senate Bill 1 (SB1). It is anticipated that the project will be constructed in June/July. The following streets were included in the plans.
 - Ibis Circle
 - Pacific Dunes Way from W. Main to Surfbird Lane
 - Sand Piper Lane from Pacific Dunes Way to cul-de-sac
 - Point Sal Dunes Lane from W. Main to Surfbird Lane
 - Surfbird Lane from Pacific Dunes to Surfbird Court
 - Egret Lane
 - Garrett Street
 - Mary Knoll Drive
 - 2nd Street from Tognazzini Ave. to Hwy 1
 - Campodonico Ave. from 2nd Street to 7th Street
 - Alley between Campodonico Ave and Hwy 1 from 2nd Street to 7th Street
 - 3rd Street
 - 7th Street
 - Rubio Street
 - Peralta Street from 10th Street to 11th Street
 - Escalante Street
- **2018 Pavement Rehabilitation Project** – It is anticipated that the 2018 Pavement Rehabilitation Project will go out to bid in early June and be awarded by Council during its July meeting. Construction is anticipated for August/September.

The following segments are included in the work:

- Pelican Lane from Sandpiper Lane to Surfbird Lane
 - Sandpiper Lane from Pacific Dunes Way to Pelican Lane.
- **Implementation of NPDES Permit and MS4 Requirements** – The City is in the 4th year of implementation of the MS4 Requirements. This is an ongoing operation. The California Regional

Water Control Board is starting to implement Trash Amendments to the MS4 permit. These amendments increase the amount of engineering and field staff time significantly. The annual reports have been submitted.

- **ATP Cycle 3.** Preliminary plans for the ATP Cycle 3 were submitted to Caltrans for review on May 25, 2018. The typical review time is 6 weeks from receipt. After receipt of comments, the plans will be updated and resubmitted for final approval and funding authorization. The project includes sidewalks on the east side of Guadalupe Street from Olivera Street to the Amtrak Station, street crossings, and handicap ramp replacements at various locations. It is anticipated that construction will occur in FY2018/2019.
- **ATP Cycle 4.** The California Transportation Commission (CTC) released the Cycle 4 application on May 30, 2018. Applications are due to the CTC on July 31, 2018. A meeting between the City Engineer and City Staff was held on Thursday, May 24th to discuss potential projects. An application will be prepared during June and submitted to the City Council at their July meeting for approval.
- **IRWM DAC Grant (Lift Stations and Sewer Main Replacement)** –The first phase of the grant funding is for the design phase of work on the Pioneer and Hwy 1 Lift Stations, Sewer Main, and various “High priority” Water and Wastewater capital improvement projects. MKN has been awarded a contract to complete this work. All the design work is being funded by the IRWM Grant.
- **Proposition 1 County-Wide Integrated Stormwater Resource Plan** –The City of Guadalupe is a partner in this program. The construction of a regional infiltration at Jack O’Connell Park is being considered. The project would have multiple water quality benefits including ground water basin recharge, enhanced water quality, and flood management. City Staff have been working with the County to ensure the playing fields are not impacted. This phase of the project is preliminary design and is being paid for by Proposition 1 monies allocated to the County. The preliminary design will further evaluate the site to ensure that it is suitable. The implementation phase would come at a future time if/when money is secured through the next round of Proposition 1 funds. **The actual implementation of a basin would only be based on Council and community approval.** This facility could be a tremendous asset to the City and help in the implementation of the NPDES trash regulations. The facility would be designed to be an amenity to the City. Not only would it clean storm water, but it could become a model for other agencies and developments. It is anticipated that any final design would include landscaping elements that would help it blend into the surrounding environment. City staff has made it clear to the County and the design firm that the recreational facility cannot be negatively impacted. As discussed during the Council meeting in February, no construction will be performed without the City Council’s approval.
- **Hwy 1/ Hwy 166 Intersection.** The City Engineer has been attending quarterly meetings with Caltrans, SBCAG and other agencies regarding the signalization of the Hwy 1 / Hwy 166 intersection. This project was originally slated for construction in 2018. However, due to additional requirements by the Union Pacific Railroad and Caltrans the project is on hold pending further investigation.

Development

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

- **Pasadera**
 - The Lot 4 final map is under review.
 - Construction is occurring on Lot 4.
 - A Vesting Tentative Tract Map has been submitted for Lot B of Tract 26,090, which is the parcel between the UPRR and the Santa Maria Valley Railroad spur.
 - The Annual Engineering Report for the Pasadera Landscape and Lighting District (LLD) is under way. The annual report is necessary for the assessment of fees to maintain the development. Willdan Financial Services is performing this work.
- **Pioneer Street Apartments**
 - The building permits have been approved and are awaiting the developer submitting fees. The developer is having difficulty securing funding for the project. During construction activities staff will provide technical assistance for items within the City right-of-way.
- **Beachside Cooler**
 - The Developer requested a certificate of occupancy prior to completing the improvements for Peralta Avenue or completing the Lot Line Adjustment, and bonded for the improvements.
- **Apio Wastewater Reclamation System and Voluntary Merger**
 - Both applications are in various phases of review.



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

HUMAN RESOURCES MONTHLY REPORT MAY 2018

RECRUITMENT

- Maintenance Worker

Rudy Gutierrez has accepted the position. Date of hire is Monday, 6/18/18.

- Chief of Police

See Staff Report

- Paid-Call Firefighter

Steven Cortez accepted position. Date of hire was May 22, 2018.

One candidate was scheduled for an interview in May but was rescheduled to 6/08/18.

- Reserve Police Officer

One candidate interviewed on 5/22/18. Conditional offer to be extended shortly.

OTHER:

- Workers' Compensation

No new claims were reported for May. Two claims have been closed.

Four claims remain open with one currently receiving temporary disability benefits.

- Training:

Two employees attended CJPIA training in San Luis Obispo. Subject was "Develop Quality Staff Through Effective Performance Feedback".

- **FACILITIES**

The following number of rental/usage data is for the period October 2016 through May 2018:

<u>Facility</u>	<u>Oct. '16 – Apr.'18</u>	<u>Apr. '18</u>	<u>Total To Date</u>
Auditorium/Gym	62	6	68
O'Connell Park	11	2	13
LeRoy Park	14	0	14
Senior Center	23	3	26
City Parking Lot	6	0	6
City Council Chambers	34	0	4

On Thursday, 5/17/18, meeting was held with Coalition Group (youth groups/organizations and non-profits to continue discussion of the need for these groups to pay fees for use of City facilities and parks. City supports youth recreation but our facilities and parks need to be maintained. The City needs the support of those renting to pay fees to provide for the upkeep.

- Attended Senior Advisory Committee on 5/03/18.
- On 5/16/18 attended the first meeting with those non-profit groups utilizing the Senior Center. Maintenance of the Center was discussed and which groups currently pay rent, how much does each group use the Center, etc. Discussion to Continue.



6d8.

Department of Public Works Activity Summary

Caring for over \$25,000,000 of Guadalupe's Assets

May 8, 2018

Richard Jamar, DPW Director/Mike Pena, DPW Manager

1. General

1. Completed

- Street Maintenance Worker accepted position, starts 6/18/18.
- Consultant for Grade III WWTP engaged

2. Ongoing

- DPW Budget Development – Zero-based/Activity-based budget (Facilities/Buildings, Streets, Fleet, Recreation/Parks, Water, Sewer)
- Extend IRWM Planning activities to prepare additional shovel-ready projects

2. Capital Improvement Programs/Grant Admin

1. Ongoing

- CIP Construction - 11th St. & Peralta Construction begins after GSD lets out for summer
- Street Maintenance Construction - 2018 Pavement Rehab contract
- Design-Wastewater-Collection Sys.: 95% complete
 - Hwy 1 Lift Station, Pioneer Lift Station, and Sewer Trunk Line
- ATP Cycle 3 – 19/20 Construction: \$401k tot.; \$361k constr.; \$5k planning; \$35k PS&E
- ATP Cycle 4 – Call for Projects. – Identify sidewalk replacement at City Hall, Safe Routes to Schools corridors, and other neighborhood streets accessed by students.

3. Facilities

1. Completed

- Window glass replaced (2)
- Replaced and disposed of x bulbs in PD offices
- Replaced and disposed of x bulbs in Building/Planning offices
- Significant debris removed from Corp Yard
- Significant debris removed from WWTP

2. Ongoing

- Boys & Girls Club - Negotiate lease with BGCSM to repair facility
- City Hall-Main hallway - Window Frame repairs needed
- Amtrak Station – Obtain estimates to enclose structure from birds/homeless

4. Streets Department

1. Completed

- Repaired damaged signs at 166/Obispo
- Buckled sidewalk replaced @ W. Main

City of Guadalupe - Department of Public Works

June 12, 2018

- Weed abatement Obispo St., Alleys, Corp Yard
 - Debris removal to landfill
 - Obsolete Vehicle sent to recycle
2. Ongoing
- Remove street debris in gutter/storm drains/catch basins
 - Weed Abatement – Citywide streets/alleys, Corp Yard, WWTP

5. Parks & Recreation

1. Completed
- Paco Pereya - Graffiti painted over twice
 - Clean up all parks of litter/trash cans weekly
2. Ongoing
- Rental Administration
 - Guadalupe Sports Coalition (GSC)

6. Water Department

1. Completed
- Clean Corp Yard-Salvage of brass hydrants, meter boxes, and old meter boxes
 - Drain & Inspect Elevated Tank
 - 2018 Consumer Confidence Report
2. Ongoing
- Pasadera
 - Public Water Well – Wait for PGE transformer
 - Conveyance line disinfection pending
 - Route 7 Auto Read conversion- 85% completed
 - State Water Line - Currently flowing 225gpm
 - Water Production

	April 2018	(2018) YTD	(2017) Last Year to Date
Water Production (MG)	32.64 MG	121.28 MG	359.15 MG in 2017 (447.79 MG to date)
Usage totals (MG)	24.11 MG	101.56 MG	321.38 MG in 2017 (398.83 MG to date)
Shut offs	81	259	567 in 2017 (704 to date)
New	31	118	319 in 2017 (424 to date)
Closes	18	93	240 in 2017 (315 to date)
Main Breaks	0	0	2 in 2017 (2 to date)
Lateral Breaks	0	1	15 n 2017 (16 to date)

7. Wastewater Department

1. Completed
- Staff participated in Jetter Training by 30-yr operator
 - Clean WWTP Yard-begin salvage of recycle materials, and one truck
 - Hired Grade V Consultant (min. Grade III required) to meet state requirement
2. Ongoing
- Jetting of Mahoney Line to commercial center at W. Main
 - Remove sludge from drying beds to eliminate strong odors

City of Guadalupe - Department of Public Works

June 12, 2018

- Order polymer controller to improve sludge quality/ reduce odors
- Collection/Treatment Summary

	This Month	YTD (17/18)	Last YTD (16/17)
Influent Flow (MGD)	25.079	159.078	155.042
Outflow (MGD)	20.47	n/a	n/a
Sewer Line Cleaned (ft.)	400	1900	1700
Compliance with regulatory standards	0 Violations	full	full

8. Fleet

1. Completed

- Vehicle Maintenance Schedule created
- Vehicles washed - 40%

2. Ongoing

- Vehicles – Expand vehicle maintenance schedule, wash vehicles, routine maintenance.

6e

REPORT TO THE CITY COUNCIL
June 12, 2018

161

CWR

Prepared by:
Larry Appel, Contract City Planner

Approved by:
Cruz Ramos, City Administrator

SUBJECT:

Typographical Error and Correction for Rear Yard Paving Ordinance No. 2018-468

RECOMMENDATION:

That the City Council accept and file this report to correct a typographical error in the newly adopted rear yard paving ordinance.

BACKGROUND / DISCUSSION:

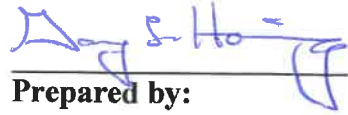
The City Council approved the second reading of Ordinance 2018-468 on May 8, 2018. The staff presentation, staff report, and exhibits all described the limitations on paving the rear yard of single family homes to be no more than 40 percent. This is the Method 1 that City Council approved. However, in attempting to craft the wording similar to the front yard ordinance that requires a minimum of 33 percent landscaping, the wording of the new ordinance should have read 60 percent. This represents the amount of landscaping required for the rear yard (40% paving, 60% landscaping). The original text inadvertently used 40 percent instead of 60 percent. The final adopted version of the ordinance will reflect the correct wording as noted below.

A minimum of 60% 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.

No action is required of City Council. Please contact me at 356-3903 if you have any questions.

AGENDA ITEM NO. 6f.

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of June 12, 2018



Prepared by:
Gary L. Hoving, Director of Public Safety



Approved by:
Cruz Ramos, City Administrator

SUBJECT: **Approval to Submit an Application to the California Department of Forestry and Fire Protection in a Cooperative Fire Assistance Act Through the Volunteer Fire Assistance Program**

RECOMMENDATION:

It is recommended that the City Council provide approval for city staff to submit a grant application to the California Department of Forestry and Fire Protection (CalFire) to purchase firefighting equipment.

BACKGROUND:

The Volunteer Fire Assistance Program (VFA) was created to purchase firefighting equipment for volunteer fire departments. The VFA is administered locally by CalFire as outlined in the Cooperative Forestry Assistance Act of 1978. To participate in the grant, the City submits a request locally and is consolidated into a mutual grant through the San Luis Obispo Headquarters of CalFire who serves as the regional clearinghouse.

DISCUSSION:

City staff is seeking City Council approval to submit a grant application to the CalFire to purchase firefighting equipment. The requested items are sought to replace existing items which are approaching or have exceeded their safe useful life. The City is under no obligation to continue with the grant should this request be denied. Retroactive approval is sought to submit this grant as the City Council meeting cycle would not accommodate prior authorization to meet the submission deadline.

FISCAL IMPACT

The City's grant request amount is expected to be \$12,514. There is a 50% local matching fund requirement associated with this grant to be funded through the restricted Proposition 172 funds. The total net benefit of participation is \$6257. Upon award of the grant, the City would realize a savings from general fund expenses through the avoidance of the purchase of these items required to meet established safety standards.

**REPORT TO CITY COUNCIL
Council Agenda of 6/12/2018**

151

Annette Muñoz, Finance Director

CUR

Cruz Ramos, City Administrator

SUBJECT 2018-19 Budget

RECOMMENDATION Approve Resolution 2018-32 Authorizing Continuing Expenditures and Revenues in Accordance with the 2017-18 City Budget in Lieu of Timely 2018-19 Budget Adoption

BACKGROUND

Although there is no state statutory requirement to adopt a budget, some municipal codes and some charters require the adoption of a budget prior to the beginning of the fiscal year. The City's past practice has been to adopt a fiscal year budget by June 30th.

The 2018-19 budget will be available for review and approval at the July 10th Council meeting. A budget workshop will also be scheduled for Council to review the preliminary 2018-19 budget prior to the July 10th Council meeting.

The attached resolution is authorization to continue expenditures and revenues in line with the 2017-18 budget until the 2018-19 budget is adopted.

RESOLUTION NO. 2018-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE 2017-18 CITY BUDGET IN LIEU OF TIMELY 2018-19 BUDGET ADOPTION

WHEREAS, the City Council of the City of Guadalupe previously adopted a budget for fiscal year 2017-18, which authorizes expenditures through and including June 30, 2018; and

WHEREAS, the City Council wishes to continue the existing budget beyond the end of the 2017-18 fiscal year until such time as the 2018-19 budget is approved.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. City of Guadalupe hereby extends the 2017-2018 Budget until the earlier of July 31, 2018 or the adoption of the 2018-19 budget and authorizes spending in accordance with the levels prescribed in 2017-18 budget.

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

PASSED AND ADOPTED at a regular meeting on the 12th day of June, 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 Resolution No. 2018-32, has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the City Council, held June 12, 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

**REPORT TO CITY COUNCIL
Council Agenda of 6/12/18**


Amelia M. Villegas, HR


Cruz Ramos, City Administrator

SUBJECT Chief of Police – 2nd Recruitment Update

BACKGROUND

At the April 10, 2018 City Council meeting an update was given regarding the recruitment process to fill the Chief of Police vacancy.

The position was posted on the following online job sites:

- California Police Chiefs Association
- Municipal Management Association of Southern California
- Municipal Management Association of Northern California
- California Cities News

Recruitment flyers were sent throughout the state as well as the Central Coast cities. The posting was for a 30-day period through 5/11/18. On 5/07/18 the decision was made to extend the deadline another period of time through 6/08/18. Additional flyers were sent to cities in the Central Valley and elsewhere in the state. In addition to reposting on California Police Chiefs Association job site, it was also posted on:

- League of CA Cities
- California State Sheriffs Association

Several online job sites were free. Total costs involved with online posting was \$1,375.00.

Total of 9 applications received. Five meet the minimum qualifications as posted.

Estimated Timeline of Complete Recruitment Process:

- 6/11/18 to 6/29/18: Oral Board interviews; select final candidate(s) to go before City Council
- 7/02/18 to 7/13/18: City Council interviews and selects final candidate/
- 7/16/18 ongoing: Final candidate goes through a thorough background search, to include background investigation, psychological evaluation, pre-employment alcohol and screen. Estimated timeframe to complete is approximately one to two months.

Note: the end date of this process depends on the availability of Oral Board panelists.

Staff Report – Ongoing City Support of the Guadalupe Library
June 12, 2018
Page 2 of 2

DISCUSSION

- The building at LeRoy Park is not a viable option.
- The Senior Center was researched but also not an option due to lack of space.
- The Guadalupe Historical Museum located in the American Legion (Veterans) Building is not recommended because of the historical nature of the site.

Current consideration is given to a room in the American Legion Building to be used on a temporary basis until the City either finds another site or additional funding.

Options to Consider:

1. Approve funding from advance of Pasadera development fees to complete current lease through November 30, 2018, resulting in either:
 - a. Closing the Library, effective 12/01/18, if further research results in no other sites to relocate, or
 - b. Discontinue research for other sites now and begin plans to close the Library effective 12/01/18.
2. Approve funding from advance of Pasadera Development fees for half of remaining amount of lease through 11/30/18. Recommend the Friends of the Guadalupe Library support with the other half of the remaining amount due.
3. Close Library as of 7/01/18 due to lack of funds to pay remaining portion of lease.
4. Request City of Santa Maria to attempt to negotiate with lessor to defer payment for a period of time to allow City to look at any other options not already considered.

FISCAL IMPACT

With rent paid through June 30, 2018, City of Santa Maria has a remaining balance of only \$272 to apply towards the July rent of \$1536. \$1264 is needed for July rent plus \$6144 for the remainder of the lease (August through November 2018) for a total of \$7408.

As of 5/31/18 Fund 28 – Guadalupe Library has a negative fund balance of \$63,995.43. It will take approximately 320 homes to be built to equal that amount and another 37 homes for the additional \$7,408.

The lessor has already advised City of Santa Maria that the rent will be increased from \$1800 to \$2000 per month, effective 12/01/18.

RESOLUTION NO. 2018-35

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
PROVIDING ONGOING SUPPORT OF THE GUADALUPE PUBLIC LIBRARY
FROM 7/1/18 THROUGH 11/30/18**

WHEREAS, the City Council made commitment to provide rent in the amount of \$11,667 for the Guadalupe Library for the period of 12/1/17 through 6/30/18, and an option to provide \$8,333 for the period 7/01/18 through 11/30/18; and

WHEREAS, that support was formalized through the approval of Resolution 2017-42; and

WHEREAS, pursuant to Resolution 2017-42 the revenue source for the \$8,333 commitment for the period 7/01/18 through 11/30/18 was to come from an advance of Pasadera development fees or would be decided by Council at a later date; and

WHEREAS, the City of Santa Maria has advised the City that the revised amount needed for the rent is \$7,408 for the period 7/01/18 through 11/30/18.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe that the City of Guadalupe will provide \$7,408 for the period of 7/01/18 through 11/30/18 from an advance of Pasadera development fees.

PASSED AND ADOPTED at the regular meeting on the 12th day of June 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 **Resolution No. 2018-35** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 12, 2018, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor



8a.

AGENDA REPORT

SUBJECT/TITLE:

2018 PAVEMENT MAINTENANCE PROJECT

RECOMMENDATION:

1. **APPROVE THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE 2018 PAVEMENT MAINTENANCE PROJECT;**
2. **ADOPT RESOLUTION NO. 2018-27 TO AUTHORIZE MAYOR TO EXECUTE CONSTRUCTION CONTRACT WITH AMERICAN ASPHALT SOUTH, INC. FOR 2018 PAVEMENT MAINTENANCE PROJECT**

EXECUTIVE SUMMARY:

In 2014, the City Council approved the Pavement Management System which was produced by Pavement Engineering Inc. (PEI). The plan identified treatments that should be performed on a yearly basis. During the City's economic crisis, all paving and slurry seal projects were suspended. In 2016, the first and only slurry seal project, to date, was awarded for a portion of the Point Sal Dunes neighborhood. Currently the City is 2 to 3 years behind on pavement maintenance projects. This project will help get the City back on schedule.

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, was signed into law on April 28, 2017. This legislative package will contribute approximately \$167,300 in additional gas tax funds to the City of Guadalupe for Fiscal Year 2017/18 and 2018/19. These additional funds will fund a portion of this year's work.

On May 8, 2018, the City Engineer solicited formal bids for the 2018 Pavement Maintenance Project. The plans were available in the Building Department and on the City's website. This project is for pavement repairs and slurry seal on the following streets that were identified in the City's Pavement Management Plan:

Base Bid

- Ibis Circle
- Pacific Dunes Way
- Sandpiper Lane
- Egret Lane
- Point Sal Dunes Lane
- Surfbird Lane
- Surfbird Court
- Garrett Street
- Mary Knoll Drive

Agenda Item: _____

Add Alternate No. 1

- 2nd Street (Tognazzini to Hwy 1)
- 3rd Street (Pioneer to Campodonico)
- Campodonico Ave (2nd Street to 5th Street)
- Alleyway east of Campodonico (2nd Street to 7th Street)
- 7th Street (West End to Rubio)
- Rubio (7th Street to North End)

Add Alternate No. 2

- Alleyway west of Campodonico (2nd Street to North End)
- Peralta Street (10th Street to 11th Street)
- Escalante Street (Entire length)

The deadline to receive bids was 2:00 p.m., May 21, 2018. The City received three bids. American Asphalt South, Inc. was the low bidder. American Asphalt South was the contractor on the City's previous slurry seal project.

American Asphalt South, Inc's Base Bid was \$121,175.50, Add Alternate No. 1 was \$83,648.00 and Add Alternate No. 2 was \$33,302.00. Staff recommends awarding the Base Bid and both the Add Alternates to American Asphalt South for a total of \$238,125.50. 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 2018 Pavement Maintenance Project will be paid for by the new Senate Bill 1 (SB1) funds and Measure A funds. The California Transportation Commission (CTC) has already been informed that these new SB1 funds will be used for this purpose.

ALTERNATIVE OPTIONS:

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

ATTACHMENTS:

1. Resolution No. 2018-27
 2. Bid Results
 3. Agreement for Contractor Services
-

Prepared by: Jeff van den Eikhof, City Engineer

Meeting Date: 12 June 2018

City Administrator Approval: _____



Agenda Item: _____

RESOLUTION NO. 2018-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING A CONTRACT WITH AMERICAN ASPHALT SOUTH, INC. FOR THE 2018 PAVEMENT MAINTENANCE PROJECT

WHEREAS, the City of Guadalupe opened bids for the 2018 Pavement Maintenance Project on May 21, 2018; and,

WHEREAS, the City of Guadalupe received three bids for the construction of the 2018 Pavement Maintenance Project; and,

WHEREAS, the low bid was received by American Asphalt South, Inc.; and,

WHEREAS, American Asphalt South, Inc. meets the qualifications for the construction of the project; and,

WHEREAS, Staff recommends the award of the construction contract to American Asphalt South, 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 2018 Pavement Maintenance Project, City Project No. 2018-002; and,

SECTION 2. Authorize the contract with American Asphalt South, Inc. for \$238,125.50; 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 12th day of June 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 Resolution No. 2018-27, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 12, 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

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE CITY OF GUADALUPE
AND AMERICAN ASPHALT SOUTH INC. FOR THE
2018 PAVEMENT MAINTENANCE PROJECT**

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "**Agreement**") is made and entered into this 12TH day of June, 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and, **American Asphalt South Inc.** a California Corporation ("**CONTRACTOR**").

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

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

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

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

Section 4. Compensation and Method of Payment.

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

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

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

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

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

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of

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

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

Section 7. Contractor's Books and Records.

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

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

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

Section 8. Status of CONTRACTOR.

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

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

(c) Neither CONTRACTOR nor any of CONTRACTOR's officers, employees or agents shall

obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

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

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

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

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

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

Section 14. Confidential Information; Release of Information.

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

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

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

(d) CONTRACTOR shall promptly notify City should CONTRACTOR, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent CONTRACTOR or be present at any deposition, hearing or similar proceeding. CONTRACTOR agrees to cooperate fully with City and to provide City with the

opportunity to review any response to discovery requests provided by CONTRACTOR. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. CONTRACTOR shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

To the fullest extent permitted by law (including, but not limited to California Civil Code Section 2782 and 2782.8) CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers, elected and appointed officials, employees and volunteers ("CITY entities") from and against all claims, damages, injuries, losses and expenses including costs, attorney fees, expert CONTRACTOR and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONTRACTOR, any subcontractor, anyone employee by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence, active negligence or willful misconduct of the CITY. Negligence recklessness or willful misconduct of any subcontractor employee by CONTRACTOR shall be conclusively deemed to be the negligence, recklessness, or willful misconduct of CONTRACTOR unless adequately corrected by CONTRACTOR. The provisions of this Section 5 shall survive completion of CONTRACTOR'S services or the termination of this Agreement.

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

CONTRACTOR shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

(1) CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

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

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

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

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

Section 19. Termination of Agreement.

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

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

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

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

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

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

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

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

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

To Contractor: American Asphalt South Inc.
P.O. Box 310036
Fontana, CA 92334

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF GUADALUPE

By: _____
John Lizalde, Mayor

CONTRACTOR:

By: _____
Title: _____

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Guadalupe, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as 2018 PAVEMENT MAINTENANCE PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Guadalupe hereinafter called "City," in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 20__.

APPROVED AS TO FORM:

By: _____
City Attorney

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDER-TAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Guadalupe, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as 2018 PAVEMENT MAINTENANCE PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Guadalupe to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Guadalupe and all contractors, subcontractors, laborers, material, men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ Dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

APPROVED AS TO FORM:

By: _____
City Attorney

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDER-TAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the City Council of the City of Guadalupe, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as 2018 PAVEMENT MAINTENANCE PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the one year maintenance of public improvements of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Guadalupe hereinafter called "City," in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDER-TAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

**CITY OF GUADALUPE
2018 PAVEMENT MAINTENANCE PROJECT
BID RESULTS**

Exhibit A

BASE BID				American Asphalt South		Roy Allan Slurry Seal, Inc.		Intermountain Slurry Seal, Inc.	
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds & Insurance	1	LS	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	Traffic Control	1	LS	\$19,000.00	\$19,000.00	\$12,000.00	\$12,000.00	\$34,097.50	\$34,097.50
3	Storm Water Pollution Control Program	1	LS	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
4	Digout or Remove and Replace 4" HMA	6080	SF	\$6.05	\$36,663.00	\$6.05	\$36,663.00	\$6.00	\$36,360.00
5	Surface Grind Asphalt Concrete	200	SF	\$14.30	\$2,860.00	\$20.00	\$4,000.00	\$6.00	\$1,200.00
6	Adjust Water Valve Covers	1	EA	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
7	Crack Seal & Slurry Seal (Type II)	159	TN	\$300.00	\$47,700.00	\$410.20	\$65,221.80	\$400.00	\$63,600.00
8	Install Blue RPM @ Fire Hydrant	17	EA	\$11.00	\$187.00	\$17.00	\$289.00	\$16.50	\$280.50
9	Install 12" White Crosswalk/Limit Line (Thermo)	221	LF	\$5.50	\$1,215.50	\$22.00	\$4,862.00	\$22.00	\$4,862.00
10	Install "STOP" Legend (Thermo)	15	EA	\$330.00	\$4,950.00	\$737.00	\$11,055.00	\$740.00	\$11,100.00
BASE BID TOTAL:					\$121,175.50		\$156,340.80		\$175,600.00

ADD ALTERNATE NO. 1				American Asphalt South		Roy Allan Slurry Seal, Inc.		Intermountain Slurry Seal, Inc.	
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	Mobilization, Bonds & Insurance	1	LS	\$10,500.00	\$10,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
12	Traffic Control	1	LS	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
13	Storm Water Pollution Control Program	1	LS	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
14	Digout or Remove and Replace 4" HMA	3200	SF	\$7.70	\$24,640.00	\$6.05	\$19,360.00	\$6.50	\$20,800.00
15	Adjust Water Valve Covers	1	EA	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
16	Crack Seal & Slurry Seal (Type II)	119	TN	\$300.00	\$35,700.00	\$410.20	\$49,813.80	\$400.00	\$47,600.00
17	Install Blue RPM @ Fire Hydrant	7	EA	\$11.00	\$77.00	\$17.00	\$119.00	\$17.50	\$122.50
18	Install 12" White Crosswalk/Limit Line (Thermo)	182	LF	\$5.50	\$1,001.00	\$11.00	\$2,002.00	\$12.00	\$2,184.00
19	Install "STOP" Legend (Thermo)	11	EA	\$330.00	\$3,630.00	\$385.00	\$4,235.00	\$390.00	\$4,290.00
BASE BID TOTAL:					\$83,646.00		\$89,278.80		\$100,496.50

ADD ALTERNATE NO. 2				American Asphalt South		Roy Allan Slurry Seal, Inc.		Intermountain Slurry Seal, Inc.	
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
20	Mobilization, Bonds & Insurance	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
21	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$520.00	\$520.00	\$22,500.00	\$22,500.00
22	Storm Water Pollution Control Program	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
23	Crack Seal & Slurry Seal (Type II)	62	TN	\$300.00	\$18,600.00	\$490.00	\$30,380.00	\$400.00	\$24,800.00
24	Install Blue RPM @ Fire Hydrant	3	EA	\$11.00	\$33.00	\$17.00	\$51.00	\$17.50	\$52.50
25	Install 12" White Crosswalk/Limit Line (Thermo)	92	LF	\$5.50	\$506.00	\$11.00	\$1,012.00	\$12.00	\$1,104.00
26	Install "STOP" Legend (Thermo)	4	EA	\$330.00	\$1,320.00	\$39.00	\$156.00	\$390.00	\$1,560.00
27	Install 12" Yellow Crosswalk (Thermo)	346	LF	\$5.50	\$1,903.00	\$8.00	\$2,768.00	\$8.00	\$2,768.00
28	Install "BUMP" Legend	8	EA	\$330.00	\$2,640.00	\$137.00	\$1,096.00	\$150.00	\$1,200.00
29	Install Pavement Markings for Speed Humps	4	EA	\$330.00	\$1,320.00	\$220.00	\$880.00	\$240.00	\$960.00
30	Install "SLOW" Legend (Thermo)	2	EA	\$330.00	\$660.00	\$165.00	\$330.00	\$175.00	\$350.00
31	Install "SCHOOL" Legend (Thermo)	2	EA	\$330.00	\$660.00	\$220.00	\$440.00	\$230.00	\$460.00
32	Install "XING" Legend (Thermo)	2	EA	\$330.00	\$660.00	\$165.00	\$330.00	\$170.00	\$340.00
BASE BID TOTAL:					\$33,302.00		\$40,463.00		\$60,094.50



AGENDA REPORT

9a.

SUBJECT/TITLE:

CONTRACT FOR PREPARATION OF ANNUAL ENGINEER'S REPORT FOR PASADERA LLD

RECOMMENDATION:

- 1. ADOPT RESOLUTION NO. 2018-28 TO AUTHORIZE MAYOR TO EXECUTE AN AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO PROVIDE ANNUAL ADMINISTRATION SERVICES FOR THE PASADERA LANDSCAPE AND LIGHTING DISTRICT**

EXECUTIVE SUMMARY:

On October 10, 2017 a public hearing was held to establish the Pasadera Landscape and Lighting District pursuant to the provisions of the Landscaping and Lighting Act of 1972. Following the public hearing, the City Council adopted Resolution No. 2017-58 which approved the formation of the District, confirmed the Engineer's Report, Assessment Diagram, and Assessments which would commence in Fiscal Year 2018/2019. All the associated documents were prepared by Willdan Financial Services.

The Landscape and Lighting District (LLD) requires annual administrative services for the preparation of the annual Engineer's Report for the levy of assessments. These services are included in the annual assessment to the LLD, so there is no cost to the City.

Staff recommends authorizing the Mayor to execute an agreement with Willdan Financial Services to provide annual administrative services for the Pasadera LLD for three years. A copy of the proposed agreement with Willdan Financial Services is attached to Resolution No. 2018-28.

FISCAL IMPACT: The annual administrative services are paid for by the annual assessment to the Landscape and Lighting District, so there is no cost to the City.

ALTERNATIVE OPTIONS:

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

ATTACHMENTS:

- 1. Resolution No. 2018-28**
- 2. Agreement for Consultant Services & Proposal (Exhibit A)**

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

Meeting Date: **12 June 2018**

City Administrator Approval: _____

Wesley Samson

RESOLUTION NO. 2018-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
EXECUTING AN AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO PROVIDE ANNUAL ADMINISTRATION
SERVICES FOR THE PASADERA LANDSCAPE AND LIGHTING DISTRICT**

WHEREAS, the City of Guadalupe approved the formation of the Pasadera Landscape and Lighting District on October 10, 2017; and,

WHEREAS, an Annual Engineer's Report must be prepared for the Landscape and Lighting District pursuant to the provisions of the Landscape and Lighting Act of 1972; and,

WHEREAS, Willdan Financial Services prepared the first Engineer's Report; and,

WHEREAS, the Engineer's Report is paid by the annual assessment levied on the Pasadera Landscape and Lighting District; and,

WHEREAS, Staff recommends the execution of an agreement with Willdan Financial Services to provide annual administrative services for a period of three years; and

WHEREAS, a copy of the proposed agreement with Willdan Financial Services is attached hereto as Attachment 1; and

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

SECTION 1. Authorize the Mayor to execute an agreement with Willdan Financial Services to provide annual administrative services for three years that substantially complies with the proposed agreement attached hereto as Attachment 1.

SECTION 2. Authorize the City Administrator to extend the agreement for an additional two years at the Administrator's discretion.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of June 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 Resolution No. 2018-28, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 12, 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

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF GUADALUPE
AND WILLDAN FINANCIAL SERVICES FOR
ANNUAL ADMINISTRATION SERVICES FOR THE PASADERA LANDSCAPING AND LIGHTING
DISTRICT
TO THE CITY OF GUADALUPE**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this _____ day of _____ 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and, Willdan Financial Services a California Corporation ("**Consultant**").

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

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of three (3) years from the date of execution of this Agreement, as first shown above. Such term may be extended for up to two years upon written agreement of both parties to this Agreement.

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

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

Section 4. Compensation and Method of Payment.

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

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

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

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

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

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

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

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

Section 7. Consultant's Books and Records.

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

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

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

Section 8. Status of Consultant.

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

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

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

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent,

perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

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

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

Section 14. Confidential Information; Release of Information.

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

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

considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

Section 15. Indemnification.

To the fullest extent permitted by law (including, but not limited to California Civil Code Section 2782 and 2782.8) CONSULTANT shall indemnify, defend and hold harmless the CITY and its officers, elected and appointed officials, employees and volunteers ("CITY entities") from and against all claims, damages, injuries, losses and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone employee by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence, active negligence or willful misconduct of the CITY. Negligence recklessness or willful misconduct of any subcontractor employee by CONSULTANT shall be conclusively deemed to be the negligence, recklessness, or willful misconduct of CONSULTANT unless adequately corrected by CONSULTANT. The provisions of this Section 5 shall survive completion of CONSULTANT'S services or the termination of this Agreement.

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

Consultant shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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

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

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

Section 19. Termination of Agreement.

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

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

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

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

This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

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

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

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

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

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

To Consultant: Willdan Financial Services
 27368 Via Industria, Suite 200
 Temecula, CA 92590

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

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

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

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

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

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

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

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

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

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed

prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: _____
John Lizalde, Mayor

CONSULTANT:

By:  _____
Gladys Medina
Title: Vice President, Group Manager

APPROVED AS TO FORM:

Philip Sinco, City Attorney

EXHIBIT A

Scope of Services

The following is Willdan Financial Services' ("Willdan") scope of services to provide annual administration services to the City of Guadalupe's ("City") Pasadera Landscaping and Lighting District ("District"). The following work plan will commence with the preparation of the Engineer's Report for the levy of assessments for Fiscal Year 2018/2019.

It is important to note that the Pasadera Development is a phased development, which is anticipated at built-out to be comprised of over 800 single homes, a public school, and commercial properties. Although much of Phase I of this development was completed at the time of formation, the City and developer agreed to postpone the first assessments until FY 2018/2019. However, Phase I is only a small portion of the overall planned development and it is anticipated that full build-out of the improvements and properties will occur over multiple years. This nuance of the District increases the level of effort associated with the annual administration and preparation of the annual Engineer's Report until the District reaches full build-out.

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed scope based on input prior to approval of a contract, and as needed during the fiscal year.

1. Schedule an annual kick-off meeting via teleconference with City staff to review the existing District information. Identify and discuss possible changes to the District for the upcoming fiscal year, including budget issues, annexations, modification or expansion of district improvements, as well as legislative changes that may impact the District. Another important topic will be the identification of anticipated improvements that will come online during the upcoming fiscal year.
2. Work with City staff to prepare an annual levy timeline of key dates and timeframes for pertinent tasks throughout the annual levy process. As needed, the timeline may be adjusted to address the City's scheduling requirements or proposed district changes.
3. Work with City staff to update the district improvements, development and budgets for the upcoming fiscal year, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will work with City staff to prepare and review the annual district improvements, development and budgets; thus, ensuring the appropriate incorporation of maintenance costs, administrative expenses, material costs, capital costs, and other incidental costs into the district budget to achieve maximum cost-to-benefit equity, and verify that adequate and appropriate fund balances are identified. In addition, Willdan will use the updated parcel databases for the District to provide estimates of the assessment revenues and City contributions for the upcoming fiscal year. These revenue estimates will be incorporated into the fiscal year budgets for the District.
4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the parcels and parcel information within the District to establish an updated annual database. We will also enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual district assessments.

The County secured roll, Assessor's parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will be purchased by Willdan; and the cost of such information or documents will be passed onto the City. (Our proposed fees incorporate "Estimated Expenses" for such costs. Although if these costs exceed the estimated allowance, Willdan will bill the additional costs separately.)

5. Prepare in accordance with the applicable legislation the District's annual Engineer's Report. This Report will include the following required items:

- **Plans and specifications** that describe the area of special benefit, the proposed assessments, and the improvements for the upcoming fiscal year based on the improvements to be accepted and maintained in the upcoming fiscal year.
 - **Method of apportionment** that outlines the special benefit conferred on properties from the improvements, as well as calculations used to establish each parcel's proportional special benefit assessment; plus, a description of the assessment range formula that establishes the maximum assessment rate in subsequent fiscal years.
 - **Budget** that outlines the costs and expenses to provide, service and maintain the improvements, including authorized incidental expenses.
 - **Assessment diagram(s)** that identifies the boundaries of the District, including any zones of benefits contained within. The assessment diagram will likely incorporate a depiction of the improvements to be maintained for the fiscal year, as outlined in the plans and specifications.
 - **Assessment roll** that contains each of the Assessor Parcel Numbers within the District and the proportional assessments.
 - **Affidavit** stating that a professional engineer has prepared the Report.
6. We anticipate that the resolutions and staff report to be presented to Council in conjunction with the annual levy of assessments will be prepared by the City, but if requested, Willdan will review and assist City staff with the preparation of these documents as needed. The City acknowledges that the City Attorney will review all resolutions for form and content, as is intended.
 7. Attend the annual Public Hearing to be available to answer questions from the Council and assist with City staff's presentation of the Report and assessment to Council. Willdan staff time for this meeting is included in our fee proposal. Attendance at additional meetings will incur an additional fee.
 8. Provide the City with an electronic copy of the Engineer's Report (unsigned) for presentation at the Intent Meeting. A fully executed (signed electronic copy) of the Report will be provided to the City at/or shortly after the Public Hearing. Upon request, Willdan will provide the City with an executed bound hard copy of the Report after the Public Hearing.
 9. Provide the approved assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll.
 10. Obtain from the City an executed copy of the resolutions ordering the levy, collection of assessments, and any other necessary information that is required to the County Auditor/Controller's Office for the levy submittal.
 11. After the initial levy submittal, research exceptions upon receipt of a parcel exceptions list from the County. We will then update parcel number changes, as well as provide the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
 12. Once the assessments have been finalized with the County, if there are substantial differences in the amount placed on the tax roll and the amounts shown in the Engineer's Report, Willdan will prepare and provide the City with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.
 13. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the District and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.

14. (Optional): Prepare and mail invoices (handbills) to those property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City. This is an optional service, and the cost associated with this service is not included in the annual fee; but may be provided at our then-current hourly consulting rates (see “Additional Services” section), plus expenses.

Client Responsibilities

As required by law, the City is responsible for publishing the Public Hearing notices in the local newspaper, as well as posting these notices. Willdan will rely on being able to obtain the following information from the City:

- Annual budget update information, particularly fund balances.
- Updated improvement and development changes from the previous fiscal year. For preparation of the annual Engineer’s Report, Willdan will rely extensively on the City to identify specifically which improvements will be accepted for maintenance in the upcoming fiscal year, as well as the anticipated property development.
- Changes, modifications or updates to the improvements planned at build-out.
- Review of the draft Engineer’s Report before it is presented to the City Council, confirming the accuracy of the improvements to be maintained and the proposed budget.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Services of legal counsel for the preparation of resolutions; a review of the Engineer’s Report; and such other legal opinions, as may be necessary.
- Likewise, the City will assist Willdan in obtaining pertinent development information (if needed).

For the entire scope of services stated herein, Willdan will rely on the validity and accuracy of the City’s data and documentation to complete our proposed scope of work. We will further rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the City or a third party.

Fee for Services

Willdan proposes to annually administer the City of Guadalupe's District for the annual fees denoted below.

Annual District Administration	FY 18/19	FY 19/20	FY 20/21
Pasadera Landscaping and Lighting District	\$16,500	Not-to-Exceed \$16,500*	Not-to-Exceed \$16,500*

**Our proposed fees for FY 19/20 and FY 20/21 will likely be less than our proposed fee for FY 18/19, but the fees will be greatly dictated by the effort required to evaluate the update the changes in improvements and development.*

Please note the following.

- Once building permits for the construction anticipated within the District is nearly complete, the annual administration fee will decrease.
- If the City wishes for Willdan to attend additional meetings, the fee is estimated to be \$2,150 per meeting, but will be billed based on our current hourly rate(s) including travel time plus travel expenses.
- The City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Additional Services

Additional services, including additional meetings, may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55