



AGENDA REPORT

SUBJECT/TITLE:

PROJECT UPDATE – 11TH STREET AND PERALTA DRAINAGE PROJECT

RECOMMENDATION:

- 1. AUTHORIZE CITY ADMINISTRATOR TO APPROVE CONTRACT CHANGE ORDERS UP TO 25% OF THE CONTRACT PRICE**

EXECUTIVE SUMMARY:

On May 8, 2018, the City Council awarded the 11th Street and Peralta Street Storm Drain Extension Project to AAAA Engineering Contracting, Inc. The purpose of the project was to improve the drainage at the 11th Street and Obispo Street intersection, which has historically flooded, install ADA accessible ramps, and upgrade the size of the existing water main.

On May 31, 2018, a preconstruction meeting was held at City Hall with the City Engineer, project inspector, and representatives from the contractor and various City departments. On June 11, 2018 construction began on the site. During construction, several previously unknown issues arose.

- The water valve arrangement and water line alignment at the intersection of 11th and Peralta was non-standard and needed to be upgraded to accept the new water line.
- Multiple sewer laterals were originally installed very shallow and interfered with the installation of the new waterline and storm drain line. They all needed to be adjusted or replaced to accommodate the new lines.
- While excavating the waterline and storm drain trench, it was discovered that open-graded rock was used as backfill during a previous storm drain project. Open-graded rock is larger rock with no fine (smaller) material. It is usually just dumped into a trench without compaction. This was probably done at the time as a cost saving measure, however, its use creates several problems.
 - Open-graded material cannot be excavated without collapsing all the surrounding fill material. Each time we encountered this material, the trench would collapse under the existing street. Ultimately, we had to place sand-slurry to fill the voids and stabilize the material, and then re-excavate to prevent further road collapse.
 - Open-graded material allows surrounding materials to migrate into it, which can cause unseen voids in the trench walls. Wherever the open-graded material was encountered it had to be removed and the trench width widened to clear the voids.
- The cause of the flooding at the 11th Street and Obispo Street intersection has been discovered. Sometime in the past 15 years, a storm drain system was installed down Peralta Street from 11th Street to the north end. This is the same system that used the

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open-graded rock. During initial investigations, City Public Works Staff was under the impression that the storm drain ended at the north with a 12-inch concrete pipe that emptied into a ditch. The project currently under construction was designed based upon these assumptions. What we discovered while digging up the old system was very unusual. We found a 24-inch HDPE pipe laid from a drainage inlet at 12th Street and Peralta and then running north. The pipe did not daylight into the field at the north as we assumed but was capped with holes drilled in the end. In fact, at the grades the pipe was set it would never daylight in the field. Since this storm system was installed, it has been draining nowhere. During heavy storm events, water would fill the pipe and back up all the way into the Obispo Street intersection. Additionally, sedimentation and debris has filled the pipe to nearly half full. This material will need to be removed with this project.

Further investigation with the contractor that installed the system (V. Lopez and Sons) revealed that they were instructed by the City Engineer (RMA) to install the system in this manner. The understanding at the time was that the property to the north would develop and extend the system. As we can see today, no development has occurred at the end of Peralta, and no provisions were made to prevent flooding in the meantime.

Due to the above listed reasons, the construction costs for this project will exceed the approved 15% construction contingency. It is recommended to authorize the City Administrator to approve contract change orders up to 25% over the contract amount.

FISCAL IMPACT: The costs for this project are split between the water fund and Measure A funds based upon the nature of the work. The bulk of the extra work will be from Measure A funds. The original construction contract was for \$308,740.23.

ALTERNATIVE OPTIONS:

1. Do not approve increased construction contingency and provide alternate direction to staff.

ATTACHMENTS:

1. Resolution No. 2018-56

Prepared by: Jeff van den Eikhof, City Engineer

Meeting Date: 11 September 2018

City Administrator Approval: _____



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RESOLUTION NO. 2018-56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CONTRACT CHANGE
ORDERS UP TO 25 PERCENT OF THE CONTRACT PRICE FOR THE
11TH STREET AND PERALTA STREET STORM DRAIN EXTENSION PROJECT**

WHEREAS, on May 8, 2018, the City Council approved a construction contract with AAAA Engineering Contracting, Inc. for the 11th Street and Peralta Street Storm Drain Extension Project for \$308,740.23; and,

WHEREAS, the City of Guadalupe also authorized the City Administrator to approve change orders to the contract during construction up to 15% of the bid price; and,

WHEREAS, the existing underground field conditions varied greatly from the existing records or local knowledge; and,

WHEREAS, the City of Guadalupe desires to repair the work that does not meet current standards; and;

WHEREAS, the cost necessary to complete the additional work will exceed the 15% contingency;

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

SECTION 1. Authorize the City Administrator to approve contract change orders up to 25% over the contract amount at the Administrator's discretion.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 11th day of September 2018 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2018-56**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 11, 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



AGENDA REPORT

SUBJECT/TITLE:**2018 PAVEMENT REHABILITATION PROJECT**

RECOMMENDATION:

- 1. APPROVE THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE 2018 PAVEMENT REHABILITATION PROJECT;**
- 2. ADOPT RESOLUTION NO. 2018-54 TO AUTHORIZE MAYOR TO EXECUTE CONSTRUCTION CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR 2018 PAVEMENT REHABILITATION PROJECT**
- 3. ADOPT RESOLUTION NO. 2018-55 TO AUTHORIZE MAYOR TO EXECUTE CONSULTANT AGREEMENT WITH PAVEMENT ENGINEERING INC. TO PROVIDE INSPECTION AND QUALITY ASSURANCE SERVICES FOR THE 2018 PAVEMENT REHABILITATION 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.

On July 26, 2018, the City Engineer solicited formal bids for the 2018 Pavement Rehabilitation Project. The plans were available in the Building Department and on the City's website. This project is for pavement repairs and overlay on the following streets that were identified in the City's Pavement Management Plan:

- Sandpiper Lane from Pacific Dunes Way to Pelican Lane
- Pelican Lane from Sandpiper Lane to Surfbird Lane

These streets represent the last remaining streets within the Point Sal Dunes neighborhood to receive pavement work. The condition of these two streets require an asphalt overlay to preserve them. The work also includes removing and replacing all the curb ramps that are not ADA compliant.

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The deadline to receive bids was 2:00 p.m., August 28, 2018. The City received eight bids. Granite Construction Company was the low bidder. Granite Construction Company's Base Bid was \$269,342.00. The bid included an add alternate to raise a manhole found during the 2018 Pavement Maintenance (Slurry) Project on Third Street. Due to Granite's high cost for the add alternate, the City Engineer is recommending that the add alternate is not awarded.

The City Engineer also solicited a proposal from Pavement Engineering Inc. (PEI) to provide inspection and quality assurance services for the 2018 Pavement Rehabilitation Project, which includes inspection and testing for the asphalt repair areas and the overlay. These services will ensure that the City receives a high-quality product that is constructed according to the plans and specifications. Inspection services on the concrete work will be completed by City staff or staff from the City Engineer's office.

Staff recommendations:

- Award 2018 Pavement Rehabilitation Project Base Bid to Granite Construction Company for \$269,342.00 and authorize the City Administrator to approve contract change orders during construction up to 15% over the contract amount, if deemed necessary.
- Execute a contract with Pavement Engineering Inc. in the amount of \$17,230 for testing and inspection services, and authorize the City Administrator to approve contract change orders during construction up to 15% over the contract amount, if deemed necessary.

FISCAL IMPACT: The 2018 Pavement Maintenance Project will be paid for by a combination of gas tax funds and Measure A funds.

ALTERNATIVE OPTIONS:

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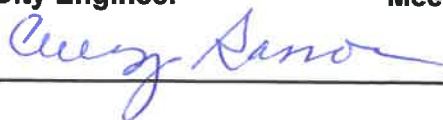
ATTACHMENTS:

1. 2018 Pavement Rehabilitation Project Plans
 2. Resolution No. 2018-54 Granite Construction Company
 3. Resolution No. 2018-55 Pavement Engineering Inc.
 4. Agreement with Pavement Engineering Inc.
 5. Bid Results
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Prepared by: Jeff van den Eikhof, City Engineer

Meeting Date: 11 September 2018

City Administrator Approval: _____



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RESOLUTION NO. 2018-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING A CONTRACT WITH GRANITE CONSTRUCTION COMPANY
FOR THE 2018 PAVEMENT REHABILITATION PROJECT**

WHEREAS, the City of Guadalupe opened bids for the 2018 Pavement Rehabilitation Project on August 28, 2018; and,

WHEREAS, the City of Guadalupe received eight bids for the construction of the 2018 Pavement Rehabilitation Project; and,

WHEREAS, the low bid was received by Granite Construction Company; and,

WHEREAS, Granite Construction Company meets the qualifications for the construction of the project; and,

WHEREAS, Staff recommends the award of the construction contract to Granite Construction Company;

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 Rehabilitation Project, City Project No. 2018-003; and,

SECTION 2. Authorize the contract with Granite Construction Company for \$269,342.00; and,

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

PASSED, APPROVED AND ADOPTED at a regular meeting on the 11th day of September 2018 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2018-54**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 11, 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

RESOLUTION NO. 2018-55

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
EXECUTING AN AGREEMENT WITH PAVEMENT ENGINEERING INC. TO PROVIDE INSPECTION AND
QUALITY ASSURANCE SERVICES FOR THE 2018 PAVEMENT REHABILITATION PROJECT**

WHEREAS, in 2014, the City Council approved a Pavement Management System which outlined the timeframe and type of work necessary to maintain the City's streets in good condition; and,

WHEREAS, on September 11, 2018, the City of Guadalupe approved a construction contract with Granite Construction Company for the 2018 Pavement Rehabilitation Project; and,

WHEREAS, Pavement Engineering Inc. submitted a proposal for inspection and quality assurance services for the 2018 Pavement Rehabilitation Project; and,

WHEREAS, Staff recommends the execution of an agreement with Pavement Engineering Inc. to provide inspection and quality assurance services for the 2018 Pavement Rehabilitation Project;

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 Pavement Engineering Inc.,

SECTION 2. Authorize the City Administrator to approve contract change orders up to 15% over the contract amount at the Administrator's discretion.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 11th day of September 2018 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2018-55**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 11, 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 PAVEMENT ENGINEERING INC. FOR THE CITY OF GUADALUPE
2018 PAVEMENT REHABILITATION PROJECT**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 11th day of September 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and, Pavement Engineering Inc. 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: Pavement Engineering Inc.
 3485 Sacramento Drive
 San Luis Obispo, CA 93401

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

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to

so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

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

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

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

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

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

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

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

CITY:

CONSULTANT:

CITY OF GUADALUPE

By: _____
John Lizalde, Mayor

By: _____
Title: _____

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



August 25, 2018

MP18-469

Jeff van den Eikhof, P.E.
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Subject: Proposal for Construction Inspection and HMA Quality Assurance Services for the City of Guadalupe 2018 Pavement Rehabilitation Project

Dear Jeff:

In accordance with your request, we are providing our proposal for HMA quality assurance services for the subject project.

Our proposal includes providing construction inspection during the HMA construction. The scope of work can be modified to reflect any areas where the City will provide services. All work will be overseen directly by one of our registered engineers.

SCOPE OF WORK

Task 1 – Construction Engineering Support

PEI will provide construction engineering support throughout the duration of the HMA elements of the project. The engineer assigned to the project will work closely with the City and will provide the support as requested. Our work for this task will include attendance at pre-construction meetings, reviewing of asphalt pavement material submittals, job mix formulas and test results.

Task 2 - Construction Inspection Services

During paving operations, PEI will provide full-time inspection services to assure a quality product for the City. The City will provide the inspection during the non-paving operations of the project.

Our inspection services are designed to give the City a greater degree of confidence that the completed work of the contractor will conform substantially to the design concepts reflected in the contract documents. PEI's inspection staff is Caltrans certified and has performed inspection on numerous Caltrans QC/QA projects as well as other public and private projects. Our daily reports will include a detailed accounting of the work performed each day.

Testing services include the field and laboratory testing necessary to assure that the contractor is providing the required quality of workmanship and materials during construction. Field testing involves performing field density tests using a nuclear density gauge.

During digout operations, PEI will provide one inspector to collect samples and monitor compaction. During main line paving operations, PEI will provide two inspectors. One inspector will provide laydown inspection including thickness control and monitoring temperature as well as placement of HMA. The second inspector will provide field density tests using a nuclear density gauge to monitor the contractor's compaction efforts. Monitoring the compaction efforts of the contractor while the asphalt concrete materials are being placed will help ensure that optimum compaction is achieved. Once the asphalt concrete has cooled, the opportunity to obtain higher compaction is lost. Our inspector's goal is to work with the contractor by providing compaction feedback to achieve the highest relative density possible.

On the first day of paving each type of HMA material, PEI will perform a production start-up. The production start-up includes coring the placed HMA to correlate the nuclear gauge density and running a full set of mix and aggregate tests to verify the materials with the JMF (Job Mix Formula).

If compaction fails during construction, PEI is equipped to provide, as additional services, the core density/ nuclear gauge correlation and/ or core densities to establish compaction as outlined in the contract documents.

Task 3 - Laboratory Testing and Quality Assurance

During construction, PEI will include quality assurance testing of the HMA materials. We will collect asphalt concrete samples and perform mix design tests from every 750 tons of asphalt concrete placed or one test per paving day for Each type of HMA material used. Asphalt mix tests include determining the following: Stability (CTM 366), LTMD (CTM 308), Rice Gravity (CTM 309), Asphalt Content (CTM 382) and Air Voids Content (CTM 367).

Task 4 - Verification and Determination of Compliance and Acceptance

PEI will prepare a final report that summarizes all of the laboratory tests and will address the contractor's compliance with specifications, plans, and applicable adopted standards. Copies of the compaction reports will be included. The report will outline any areas of non-compliance.



PEI will be monitoring the materials' and contractor's compliance to the plans and specifications throughout the project and will report non-compliant issues as soon as possible, so that the City can notify the contractor that the item will need to be addressed or that a deduction will be in order.

In addition to the final report, PEI is committed to providing steady feedback throughout the project. Having up to date information on the contractor's ability to be in general conformance to the project specifications throughout the project will assist the City in managing and assuring the best possible product. Knowing immediately, in some cases the next day, that density was low or the supplied material is not meeting the specified criteria, creates a pro-active environment to correct the problems as they come up, not after the fact.

PROPOSAL FEE AND FEE BREAKDOWN

The enclosed breakdown shows our projected costs for each portion of the project. Our fee is an estimate, based on our knowledge of similar construction. The contractor's actual schedule may result in a different level of effort and a modified estimate. The outlined level of effort is estimated based on an eight-hour day and providing engineering support / contract administration, testing and inspection services for 5 paving days placing approximately 691 tons of HMA, cold planning approximately 2,700 LF, placing 6,300 SY of paving fabric and performing over 6,950 SF of digouts along with associated prep work. No plant inspection is included.

Our work will be invoiced on a time and materials basis. The individual fees associated with each task will serve as guidelines for progress payments. Inspection services will be invoiced as follows:

Between 0 and 4 hours will be invoiced at 4 hours
Between 4 and 8 hours will be invoiced at 8 hours

Overtime will be charged for days longer than eight hours. PEI requires a 72-hour notification of changes in the schedule or a full eight-hour day will apply. Our inspection fees account for prevailing wages.

This proposal assumes that the City will monitor the contractor pertaining to all labor compliance issues. In addition, the City will monitor and inspect all PCC and pavement marking work.



Jeff van den Eikhof, P.E.
MP18-469
August 25, 2018
Page 4

All fees and costs associated with this project are subject to final negotiation with the City of Guadalupe. The enclosed proposal conditions apply. Please feel free to contact me at (805)781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal Engineer

Enclosures: Proposal Conditions
 Professional Fee Schedule

pc: C File / M File / MP File S/R/P

FEE BREAKDOWN SCHEDULE

Engineering Support, Construction for HMA Quality Assurance and Inspection
 City of Guadalupe for the 2018 Pavement Rehabilitation Project

Task 1 – Construction Engineering Support			
Position	Units	Rate	Total
Senior Principal Engineer	10	\$225 / hour	\$2,250
Assistant Engineer	5	\$155 / hour	775
Construction Management	5	\$135 / hour	675
Clerical	5	\$55 / hour	275
Estimated Task 1 Fees			\$3,975
Task 2 – Construction Inspection Services			
Position	Units	Rate	Total
Construction Management	5	\$135 / hour	\$675
Construction Inspector / Laydown Inspector	40	\$125 / hour	5,000
Compaction Testing	8	\$125 / hour	1,000
Equipment / Vehicle Usage	6	\$150 / day	900
Estimated Task 2 Fees			\$7,575
Task 3 – Laboratory Testing and Quality Assurance			
Position	Units	Rate	Total
Density Cores	3	\$60 / test	\$180
HMA Production Start-up	2	\$900 / test	1,800
HMA Mix Tests	1	\$525 / test	525
Burn-off Calibration	2	\$300 / test	600
Estimated Task 3 Fees			\$3,105
Task 4 – Verification and Determination of Compliance and Acceptance			
Position	Units	Rate	Total
Senior Principal Engineer	5	\$225 / hour	\$1,125
Construction Management	5	\$135 / hour	675
Lab Manager	5	\$155 / hour	775
Estimated Task 4 Fees			\$2,575
Total Estimated Fees			\$17,230

Overtime Rates	Time and a Half	Double Time
Inspection	\$135 / hour	\$170 / hour
Compaction Testing	\$135 / hour	\$170 / hour



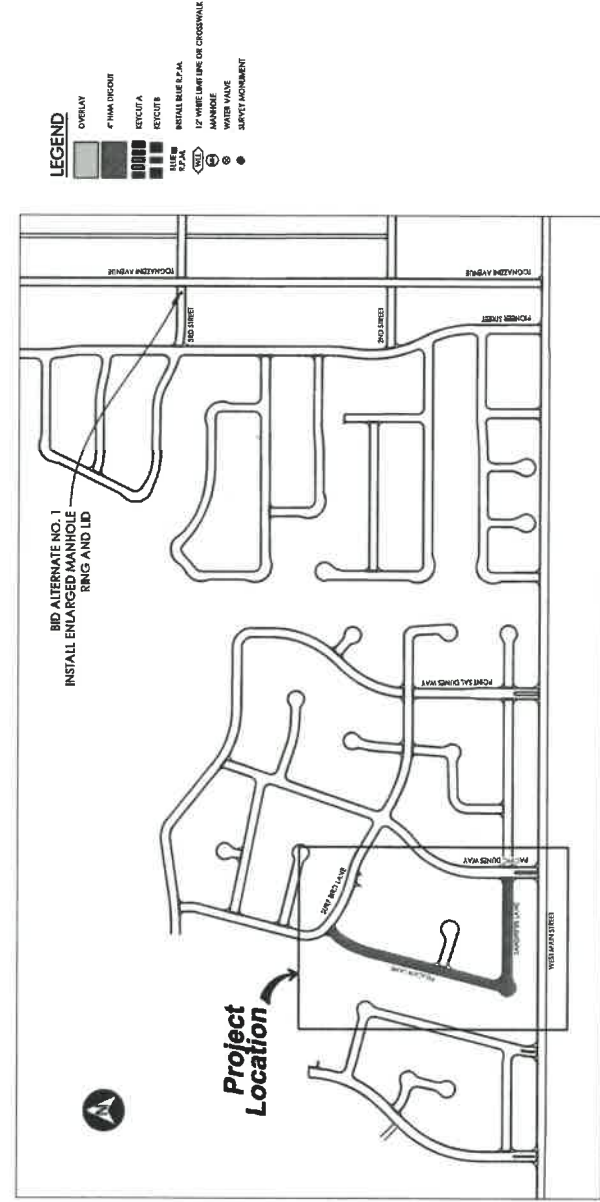
PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing insurance with limits as defined in the referenced RFP.
5. One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are \$35 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



2018 PAVEMENT REHABILITATION PROJECT

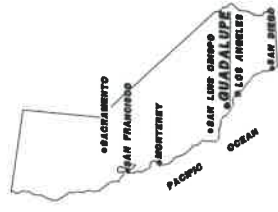
CITY OF GUADALUPE
 COUNTY OF SANTA BARBARA,
 STATE OF CALIFORNIA



- LEGEND**
- OVERLAY
 - 1" HMA THICKET
 - EXCUT A
 - EXCUT B
 - INSTALL 18" HMA
 - 1" HMA THICKET OF ORIGINAL
 - 1" HMA THICKET
 - WATER VALVE
 - SUPPORT POINTMENT

BID ALTERNATE NO. 1
 INSTALL ENLARGED MANHOLE
 RING AND LID

Project Location



VICINITY MAP
 NO SCALE

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
2. FOR INCURTED AREAS OR AREAS TO BE REMOVED & REPLACED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
4. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE SITE OR THE SUBSURFACE AREAS AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO COMPLETE WORK.

LOCATION MAP
 NO SCALE

SHEET NO.	SHEET TITLE
C1.0	WHEEL SHEET
C1.1	PROPOSED LANE
C1.2	CONSTRUCTION LANE
C1.3	CONTRACTOR'S OFFICE
C1.4	DETAILS
C1.5	DETAILS



JEFF A. VAN DIERENDONCK, E.C.E. 57920
 CIVIL ENGINEER



EIKHOF DESIGN GROUP
 475 E. CAMDEN BLVD.
 ATASCADERO, CA 94022
 805.751.1110 FAX 805.481.3175
 WWW.EIKHOFDESIGNGROUP.COM

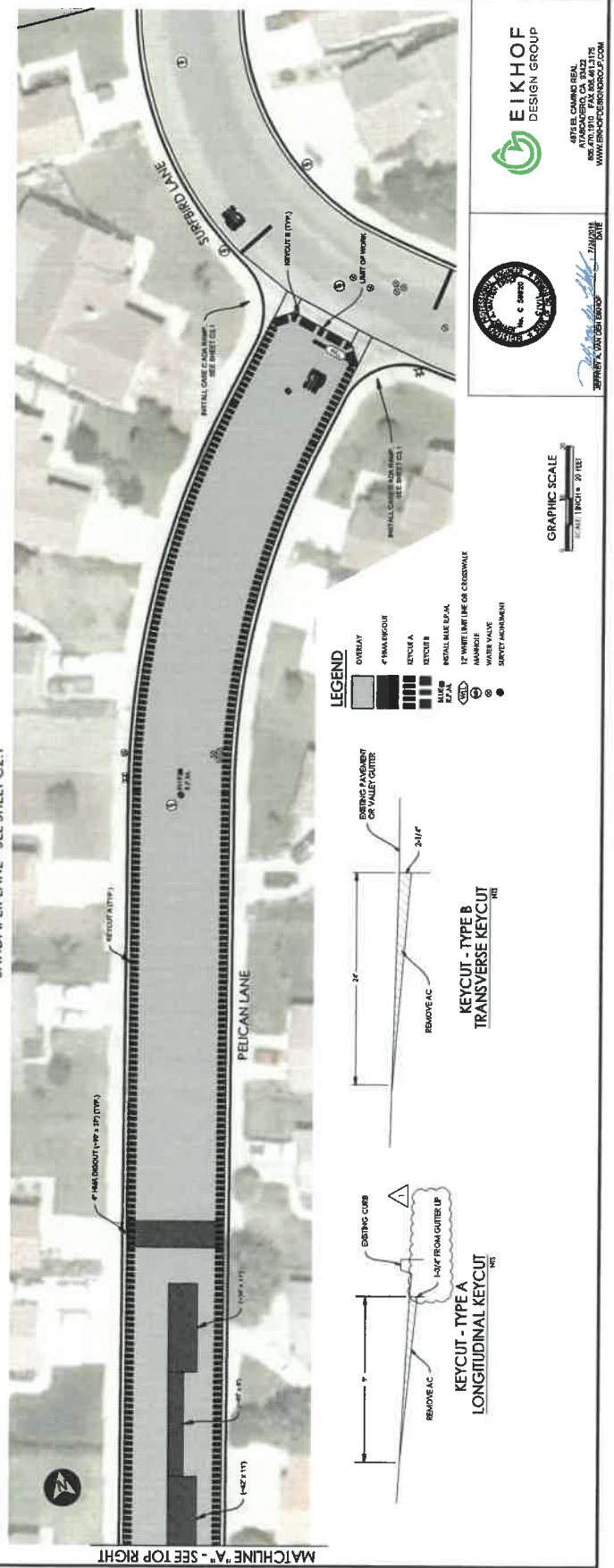
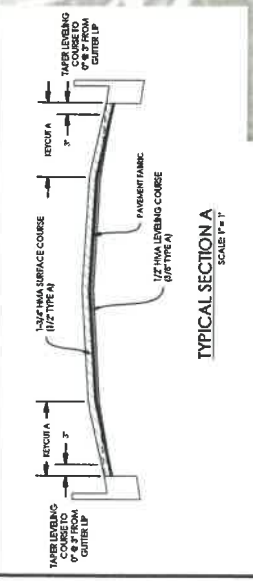
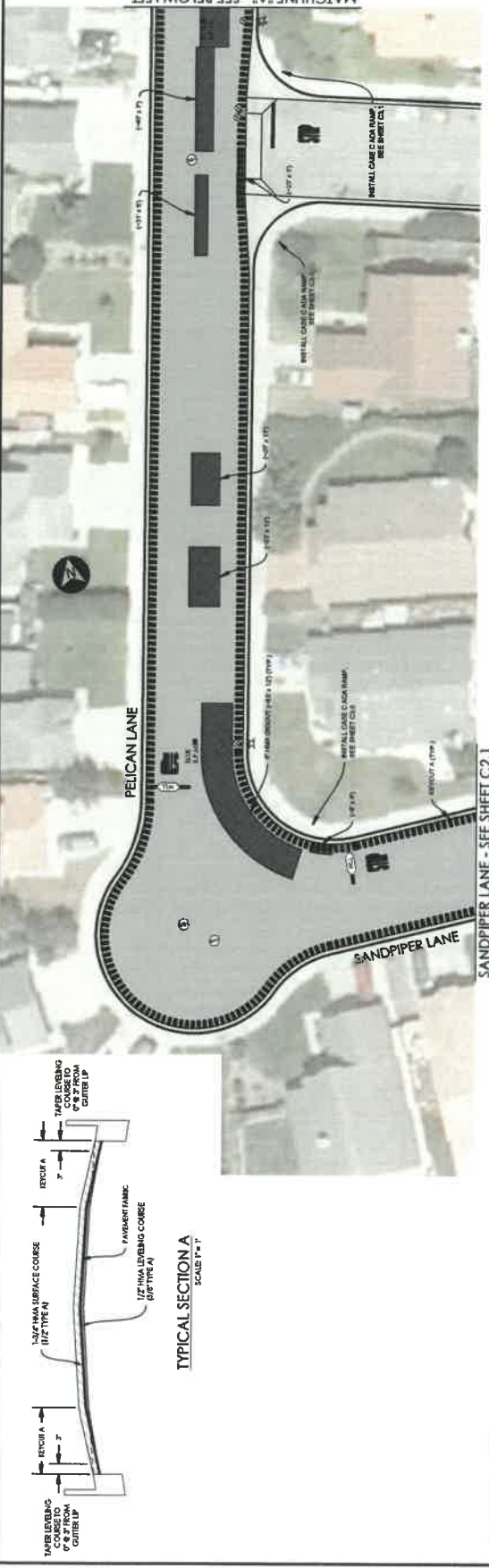
DATE: _____
 DATE: _____

2018 PAVEMENT REHABILITATION PROJECT
 TITLE SHEET

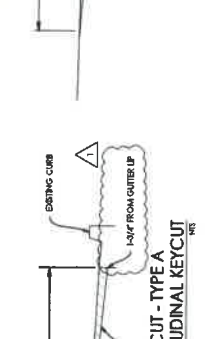
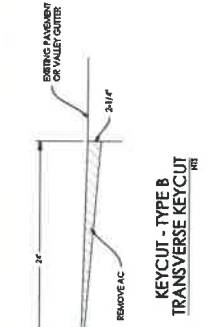
CITY OF GUADALUPE



C1.0
 TOTAL NUMBER OF SHEETS: _____



- LEGEND**
- OVERLAY
 - 4" HMA BROADCAST
 - RECYCLE A
 - RECYCLE B
 - INSTALL BLUE BPAK
 - 12" WIRE MESH ONE OR CROSSWALK
 - MANHOLE
 - WATER VALVE
 - SAFETY FURNISHMENT





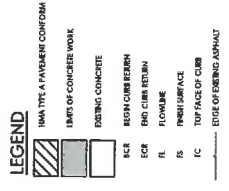
CITY OF
GUADALUPE

2018 PAVEMENT REHABILITATION PROJECT
CURB RAMP DETAILS

DATE	7/26/2018
PROJECT	2018 PAVEMENT REHABILITATION PROJECT
DESIGNED BY	JAS
CHECKED BY	JAV
IN CHARGE	RD
AS SHOWN	

C3.0
TOTAL NUMBER OF SHEETS

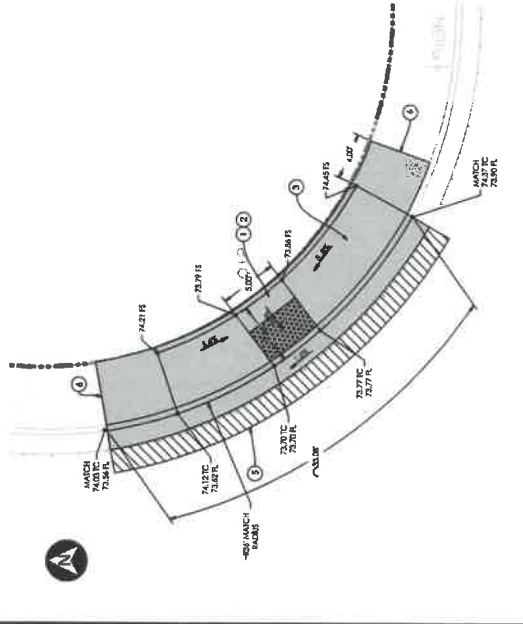
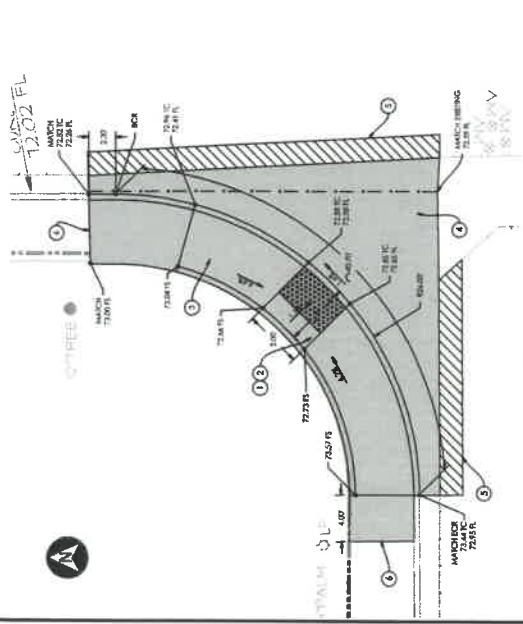
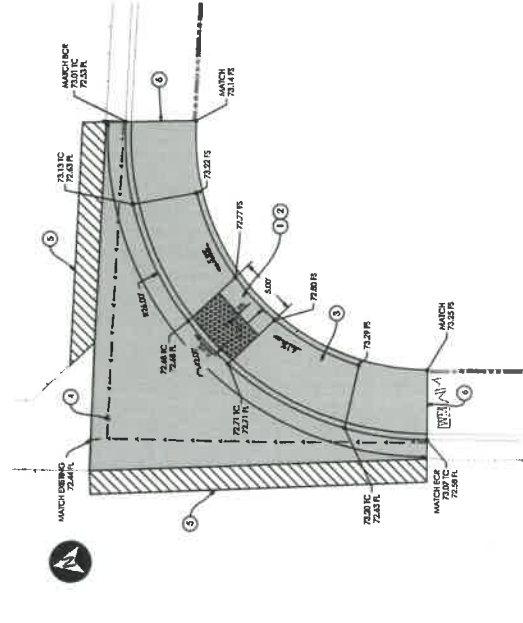
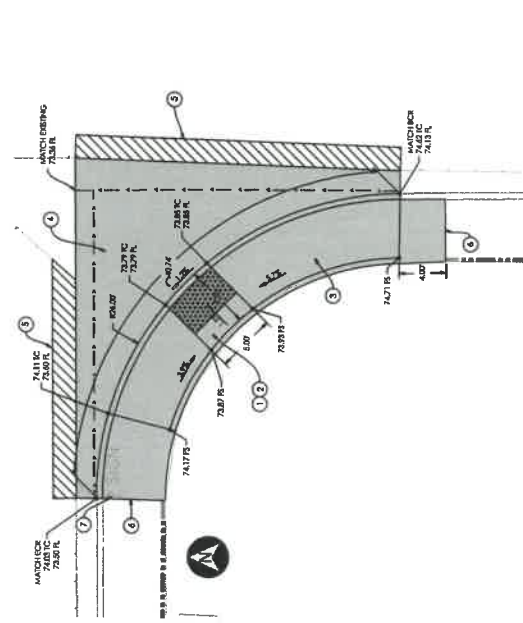
- CONSTRUCTION NOTES**
1. RECONSTRUCT CURB RAMP PER 2011 CALTRANS STANDARD PLAN AWA, C-3E.
 2. RECONSTRUCT APPLICABLE PORTIONS OF CONCRETE CURB, GUTTER AND SIDEWALK PER SANTA BARBARA CITY STANDARD DRAWING (S.D.).
 3. RECONSTRUCT APPLICABLE PORTIONS OF CONCRETE CURB, GUTTER AND SIDEWALK PER SANTA BARBARA CITY STANDARD DRAWING (S.D.).
 4. SAMPLE AND REMOVE EXISTING ASPHALT OR SURF AS NECESSARY TO ACCOMMODATE PAVEMENT CONSTRUCTION. REPAIRS SHALL BE PERFORMED AS SPECIFIED IN CONTRACT SPECIFICATIONS.
 5. CONCRETE TO BE PROTECTED FROM DAMAGE BY TRAFFIC AND EQUIPMENT. PROTECTIVE SURF SHALL BE APPLIED TO ALL EXPOSED SURFACES.
 6. EXISTING MATERIALS TO BE PROTECTED FROM DAMAGE BY TRAFFIC AND EQUIPMENT. PROTECTIVE SURF SHALL BE APPLIED TO ALL EXPOSED SURFACES.
 7. EXISTING MATERIALS TO BE PROTECTED FROM DAMAGE BY TRAFFIC AND EQUIPMENT. PROTECTIVE SURF SHALL BE APPLIED TO ALL EXPOSED SURFACES.
 8. EXISTING MATERIALS TO BE PROTECTED FROM DAMAGE BY TRAFFIC AND EQUIPMENT. PROTECTIVE SURF SHALL BE APPLIED TO ALL EXPOSED SURFACES.



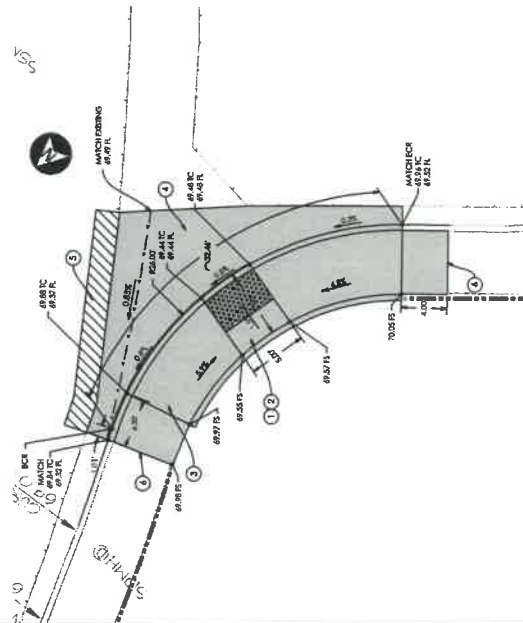
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SCALE 1"=8'-0"



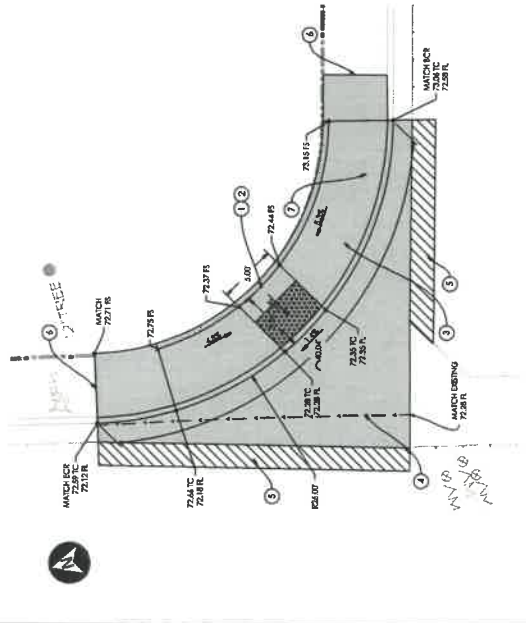
ARTISER ENGINEERING
1000 N. GARDEN AVENUE
SUITE 100
GARDEN GROVE, CA 92640
TEL: 949.441.1170 FAX: 949.441.1175
WWW.EIKHOFDESIGNGROUP.COM



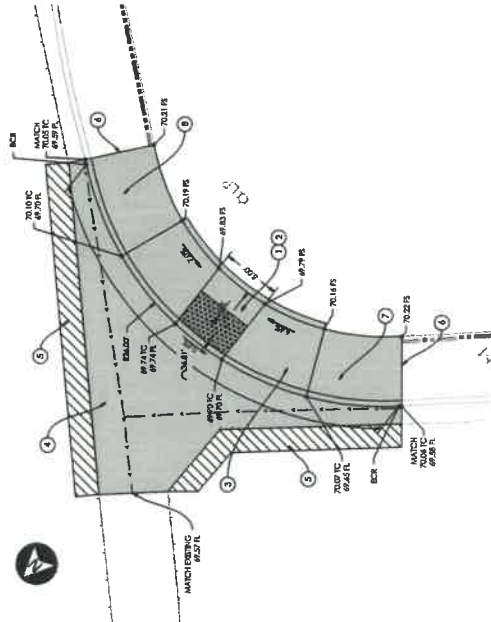
SW INTERSECTION OF PELICAN LANE AND SURF BIRD LANE



NE INTERSECTION OF PELICAN LANE AND IBS CIRCLE



SE INTERSECTION OF PELICAN LANE AND SURF BIRD LANE



CONSTRUCTION NOTES

- 1 REMOVE APPLICABLE PORTIONS OF EXISTING CONCRETE CURB, GUTTER, CROGS, GUTTER/PARAPET, AND SIDEWALKS AS SHOWN.
- 2 RECONSTRUCT CURB RAMP PER 2015 CALTRANS STANDARD PLAN ABA, CASE C.
- 3 RECONSTRUCT APPLICABLE PORTIONS OF CONCRETE CURB, GUTTER, AND GUTTER/PARAPET PER SANJA ABAWA CITY STANDARD DRAWING 10-11.
- 4 RECONSTRUCT APPLICABLE PORTIONS OF CONCRETE CROGS, GUTTER/PARAPET, PELICAN LANE, IBS CIRCLE, AND SURF BIRD LANE PER SANJA ABAWA CITY STANDARD DRAWING 10-11.
- 5 UNLESS OTHERWISE NOTED, ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD PAVEMENT CONSTRUCTION DETAILS PER SANJA ABAWA CITY STANDARD DRAWING 10-11.
- 6 CONCRETE EXISTING MAY EXIST TO OR BEYOND 30 FEET FROM THE JOINT AND DOUBLE END DETAIL TO BE PROTECTED IN PLACE OR REMOVED AND REPLACED PER SANJA ABAWA CITY STANDARD DRAWING 10-11 AND 10-12.
- 7 EXISTING MATERIAL TO BE PROTECTED IN PLACE.
- 8
- 9

LEGEND

	EXISTING CONCRETE
	NEW CONCRETE
	EDGE OF EXISTING ASPHALT
	EDGE OF EXISTING CURB
	EDGE OF EXISTING GUTTER
	EDGE OF EXISTING SIDEWALK

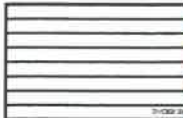
GRAPHIC SCALE
 SCALE: 1 INCH = 5 FEET



4875 EL CAMINO REAL
 SUITE 200
 SAN JOSE, CA 95131
 WWW.EIKHOFDESIGNGROUP.COM



DATE: 7/26/2018



CITY OF
GUADALUPE

2018 PAVEMENT REHABILITATION PROJECT
DETAILS

7/29/2018
JAS
JAV
TRD
AS SHOWN

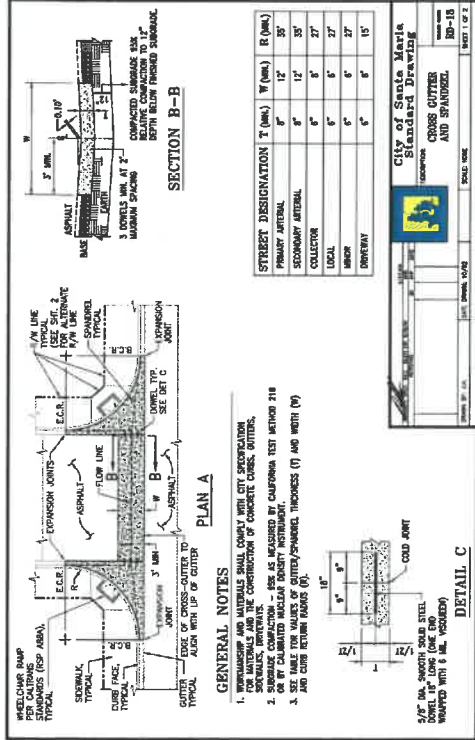
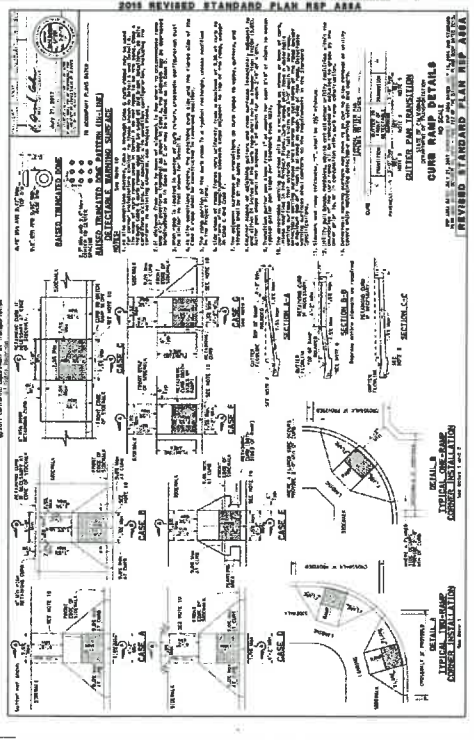
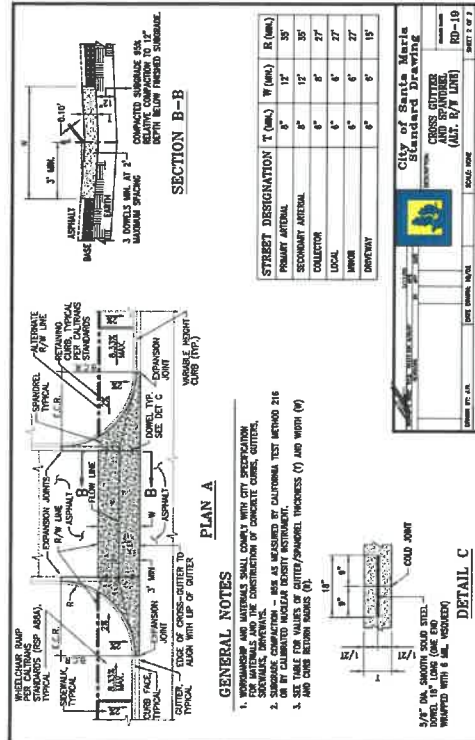
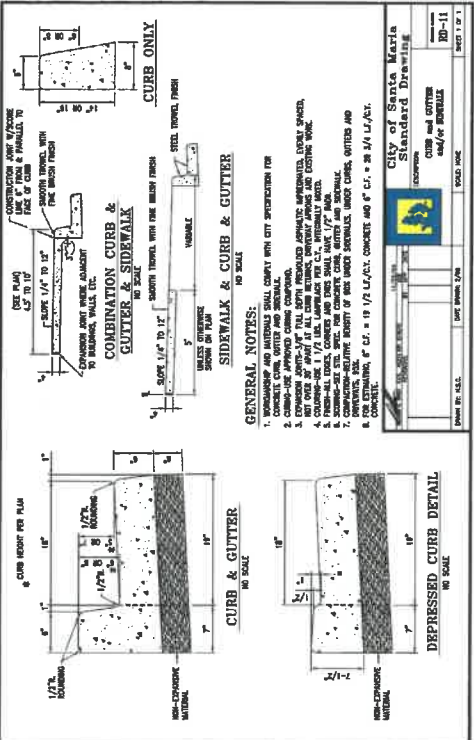
C4.0



4875 EL CAMINO REAL
666.767.1810 FAX 666.491.3175
WWW.EIKHOFDESIGNGROUP.COM



JAMES A. VALDEZ
No. 4 99233
DATE 7/29/2018



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

BASE BID			Granite Construction Company		Rdz Contractors		R. Burke Corporation		V. Lopez Jr. & Sons		S. Chavez Construction Inc.		
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Bonds & Insurance	1	LS	\$24,000.00	\$24,000.00	\$29,105.50	\$29,105.50	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$20,322.54	\$20,322.54
2	Traffic Control	1	LS	\$7,962.00	\$7,962.00	\$7,087.50	\$7,087.50	\$12,500.00	\$12,500.00	\$14,168.00	\$14,168.00	\$10,406.52	\$10,406.52
3	Water Pollution Control Program	1	LS	\$1,500.00	\$1,500.00	\$945.00	\$945.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,752.36	\$2,752.36
4	Remove Existing Facilities	1	LS	\$21,000.00	\$21,000.00	\$13,036.00	\$13,036.00	\$3,700.00	\$3,700.00	\$500.00	\$500.00	\$2,164.23	\$2,164.23
5	Lower Manhole Cover	5	EA	\$450.00	\$2,250.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$750.00	\$3,750.00	\$275.27	\$1,376.35
6	Lower Water Valve Cover	9	EA	\$350.00	\$3,150.00	\$500.00	\$4,500.00	\$300.00	\$2,700.00	\$750.00	\$6,750.00	\$137.63	\$1,238.67
7	Lower Clean Out Cover	1	EA	\$400.00	\$400.00	\$500.00	\$500.00	\$300.00	\$300.00	\$750.00	\$750.00	\$822.52	\$822.52
8	Adjust Manhole Cover to Finish Grade	5	EA	\$650.00	\$3,250.00	\$600.00	\$3,000.00	\$880.00	\$4,400.00	\$1,500.00	\$7,500.00	\$499.64	\$2,498.20
9	Adjust Water Valve Cover to Finish Grade	5	EA	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$4,950.00	\$24,750.00	\$499.64	\$2,498.20
10	Adjust Clean Out Cover to Finish Grade	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$550.00	\$550.00	\$750.00	\$750.00	\$510.06	\$510.06
11	Keycut A	2650	LF	\$3.00	\$7,950.00	\$6.03	\$15,979.50	\$1.70	\$4,505.00	\$6.50	\$17,225.00	\$6.62	\$17,543.00
12	Keycut B	90	LF	\$11.68	\$1,051.20	\$11.68	\$1,051.20	\$16.00	\$1,440.00	\$28.00	\$2,520.00	\$36.05	\$3,244.50
13	Digout or Remove and Replace 4" HMA	6950	SF	\$4.00	\$27,800.00	\$4.90	\$34,065.00	\$5.00	\$34,750.00	\$5.25	\$36,487.50	\$3.52	\$24,464.00
14	3/8" HMA Type A (Leveling Course)	181	TN	\$120.00	\$21,720.00	\$165.00	\$30,045.00	\$158.00	\$28,598.00	\$212.00	\$38,372.00	\$209.71	\$37,957.51
15	12" HMA Type A (Surface Course)	510	TN	\$115.00	\$58,650.00	\$120.00	\$61,200.00	\$121.00	\$61,710.00	\$124.00	\$63,240.00	\$150.54	\$76,775.40
16	Geosynthetic Pavement Interlayer (Pavement Fabric)	6300	SY	\$2.00	\$12,600.00	\$2.58	\$16,254.00	\$2.70	\$17,010.00	\$2.95	\$18,585.00	\$2.84	\$17,892.00
17	Concrete Sidewalk	920	SF	\$12.00	\$11,040.00	\$10.55	\$9,706.00	\$14.00	\$12,880.00	\$15.00	\$13,800.00	\$16.64	\$15,308.80
18	Curb Ramp (Case C)	1090	SF	\$15.00	\$16,350.00	\$22.95	\$25,015.50	\$24.00	\$26,160.00	\$32.00	\$34,880.00	\$26.70	\$29,103.00
19	Concrete Curb	240	LF	\$18.00	\$4,320.00	\$28.55	\$6,852.00	\$40.00	\$9,600.00	\$57.50	\$13,800.00	\$38.54	\$9,249.60
20	Concrete Curb and Gutter	40	LF	\$50.00	\$2,000.00	\$52.95	\$2,118.00	\$50.00	\$2,000.00	\$103.50	\$4,140.00	\$86.24	\$3,449.60
21	Concrete Spandrel	1440	SF	\$20.00	\$28,800.00	\$15.34	\$22,089.60	\$24.00	\$34,560.00	\$14.00	\$20,160.00	\$29.81	\$43,070.40
22	Blue RPM @ Fire Hydrant	4	EA	\$25.00	\$100.00	\$42.00	\$168.00	\$15.00	\$60.00	\$11.00	\$44.00	\$36.12	\$144.48
23	"STO" Legend (Thermo)	4	EA	\$470.00	\$1,880.00	\$346.50	\$1,386.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$478.78	\$1,915.12
24	12" Crosswalk/Limit Line (Thermo)	70	LF	\$15.00	\$1,050.00	\$15.75	\$1,102.50	\$29.00	\$2,030.00	\$27.00	\$1,890.00	\$20.48	\$1,433.60
25	Red Curb (Paint)	120	LF	\$4.75	\$570.00	\$5.25	\$630.00	\$4.00	\$480.00	\$1.15	\$138.00	\$3.59	\$430.80
26	Survey Monument Preservation	2	EA	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$985.00	\$1,970.00	\$2,500.00	\$5,000.00	\$789.08	\$1,578.16
27	Prune Roots under Concrete Repairs	180	SF	\$15.00	\$2,700.00	\$8.48	\$1,526.40	\$1.50	\$270.00	\$18.00	\$3,240.00	\$7.01	\$1,261.80
				BASE BID TOTAL:		\$301,602.70		\$305,173.00		\$321,889.50		\$332,473.10	

ADD ALTERNATE NO. 1			Granite Construction Company		Rdz Contractors		R. Burke Corporation		V. Lopez Jr. & Sons		S. Chavez Construction Inc.		
No.	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
28	Install Enlarged Manhole Ring and Lid over Existing Buried Manhole	1	LS	\$19,220.00	\$19,220.00	\$5,450.00	\$5,450.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$5,992.63	\$5,992.63
				ALTERNATE BID TOTAL:		\$5,450.00		\$15,000.00		\$3,500.00		\$5,992.63	
				TOTAL BID:		\$307,052.70		\$320,173.00		\$325,389.50		\$338,465.73	

REPORT TO THE CITY COUNCIL
September 11, 2018



Prepared by:
Larry Appel, Contract City Planner



Approved by:
Cruz Ramos, City Administrator

SUBJECT: PUBLIC HEARING TO CONSIDER A ONE-YEAR TIME EXTENSION OF THE PIONEER STREET APARTMENTS, 2015-012-CUP(TE) FROM OCTOBER 27, 2017 TO OCTOBER 27, 2018

EXECUTIVE SUMMARY:

The applicant/owner, Katherie Simoulis, processed an application to approve a 32-unit apartment project at 856, 864, and 872 Pioneer Street. The project is located in an area of the City that has General Commercial (G-C) zoning. Normally, residential zoning would not be allowed in this zone unless it was located above buildings containing uses permitted in the G-C zone district. But the Guadalupe Municipal Code permits ground-level residential development when a Conditional Use Permit has been approved. Normally an apartment building would be constructed in the Multiple-Dwelling, R-3 zone district and it would be processed through the Design Review permit process. The applicant/owner is in need of a time extension to allow the project to remain active while decisions are made regarding the use of existing building plans or submittal of new plans that would amend the project. Without an extension of time, this CUP will expire on October 27, 2018.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff (Larry Appel, Contract City Planner); and
- 2) Conduct a public hearing to accept comments regarding the requested time extension; and
- 3) Adopt Resolution No. 2018-53 and extend 2015-012-CUP (TE) to October 27, 2018.

FISCAL IMPACT:

There are no obvious fiscal impacts to the City through Council action to extend the expiration date of this permit.

BACKGROUND:

The original project was submitted to the City on March 11, 2015. After being processed by the Contract City Planner, a project was brought to the City Council where it was approved on October 27, 2015. In February 2016, the applicant submitted a building permit application to the Building Department and began the plan check process. Loans were arranged locally and the owner was prepared to pull the building permits when the loans were abruptly delayed for renegotiation. This effectively put the project on hold. In order to move the originally-approved project forward at this time, the owner will need to resubmit a building permit application along with plans that reflect changes in the Building Code which have occurred since the original building permit application was submitted in 2016. However, the applicants may decide to keep this permit active with a second request for a one-year time extension which would allow them time to process a new CUP for a modified project.

DISCUSSION:

Section 18.32.030 (General Commercial) allows residential units to be permitted on the ground floor where they would normally not be allowed. However, there are no guidelines under the General Commercial chapter nor the CUP chapter by which to evaluate the development of residences. The planner therefore must utilize the Design Review section of the ordinance (Section 18.73) to obtain Procedures, Components of Review, and Findings necessary to effectively evaluate the request for housing in the General Commercial zone district. Resolution No. 2015-49 included Design Review Findings for approval along with the CUP Findings.

It is for this reason that staff is utilizing the Design Review section of the ordinance for determining the length of time this permit is valid. If staff had utilized the CUP procedures instead of the Design Review procedures, the permit would have expired one year after approval, on October 27, 2016. By utilizing the Design Review procedures set forth in Section 18.73.120, the initial approval was good for two years, extending it to October 27, 2017. This section of the ordinance allows for an applicant to request two one-year time extensions before the original permit expires. With submittal of this one-year time extension request, the permit could be extended to October 27, 2018 if approved by the City Council.

This hearing is considered *de novo* which means that the City Council must consider this request as a new hearing. Council has the option of approving, denying, continuing, or modifying the permit request, including modifying Conditions of Approval. In this case, staff is recommending approval of the original project utilizing the original Findings and Conditions. No modifications are being requested by the applicant or staff.

ENVIRONMENTAL REVIEW:

The environmental impacts of the project were adequately addressed in a Mitigated Negative Declaration prepared as part of 2015-012-CUP. The mitigation measures were included as conditions of approval. No further environmental review is required.

PUBLIC NOTICE:

Staff published the required display ad in a newspaper of general circulation on or before August 28, 2018.

ATTACHMENT:

1. Resolution No. 2018-53

RESOLUTION NO. 2018-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE,
CALIFORNIA, APPROVING A ONE-YEAR TIME EXTENSION TO 2015-012-CUP
FOR THE PIONEER STREET APARTMENTS DEVELOPMENT PROJECT**

WHEREAS, Katherine Simoulis (the “Applicant”) submitted on March 11, 2015, an application to the City of Guadalupe to construct a 34-unit, three-story apartment complex. The project site is located at 856, 864, and 872 Pioneer Street (APNs 115-092-001, 115-092-003, and 115-092-004), in the City of Guadalupe; and

WHEREAS, the City Council held a duly-noticed public hearing on October 27, 2015 and after taking public testimony and hearing evidence from City staff, the City Council found, pursuant to the Findings attached to this resolution as Exhibit 1 and subject to the project’s Conditions of Approval attached to this resolution as Exhibit 2 (as amended with the revision to General Condition No. 5), that the approval of the Conditional Use Permit, is consistent with the City’s General Plan and applicable Articles of the City’s Municipal Code; and

WHEREAS, the Applicant submitted on July 30, 2018, an application to extend the time for one-year to allow issuance of a building permit for the subject project on or prior to October 27, 2018; and

WHEREAS, the City Council has considered the entire administrative record, including application materials, staff report, the Final Initial Study-Mitigated Negative Declaration prepared in accordance with the California Environmental Quality Act, and oral and written testimony from interested persons along with this Resolution No. 2018-53; and

WHEREAS, the City Council finds that a one-year extension of the Conditional Use Permit would be consistent with the City’s General Plan, the provisions of Title 18 (Zoning Code) of the Guadalupe Municipal Code; and the required findings have been made, including findings pursuant to the California Environmental Quality Act; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Guadalupe does hereby find and determine as follows:

- Section 1. The Findings set forth in Exhibit 1 to this Resolution are true and correct in regards to the time extension for the Conditional Use Permit, which are hereby adopted and incorporated herein by this reference.
- Section 2. The Final Initial Study - Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program remains valid and continues to meet all of the requirements of the California Environmental Quality Act.
- Section 3. The Conditional Use Permit is extended for one year through October 27, 2018, subject to the Conditions of Approval, as amended, set forth in Exhibit 2 of this Resolution.

Section 4. The City Council Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 11th day of September, 2018 on motion of Councilmember _____, seconded by Councilmember _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF GUADALUPE

John Lizalde, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

**FINDINGS FOR TIME EXTENSION APPROVAL
CONDITIONAL USE PERMIT NO. 2015-012-CUP(TE)
PIONEER STREET APARTMENTS DEVELOPMENT PROJECT**

1.0 CEQA Findings

1.1 CONSIDERATION OF THE MITIGATED NEGATIVE DECLARATION AND FULL DISCLOSURE

The City Council has considered the Final Initial Study – Mitigated Negative Declaration together with the Mitigation Monitoring and Reporting Program. The Final Initial Study-Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council and has been completed in compliance with CEQA, and is adequate for this proposal.

1.2 FINDING OF NO SIGNIFICANT EFFECT

On the basis of the whole record, including the Final Initial Study-Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and any comments received on the project, the City Council finds that through feasible mitigation measures and conditions of approval placed upon the project, the significant impacts on the environment have been eliminated or substantially mitigated and on the basis of the whole record there is no substantial evidence that the project will have a significant effect on the environment.

1.3 LOCATION OF DOCUMENTS

The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of the City of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434.

1.4 ENVIRONMENTAL REPORTING AND MONITORING PROGRAM

Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091(d) require the City to adopt a reporting or monitoring program for the changes to the project that it has adopted or made a condition of approval in order to avoid or substantially lessen significant effects to the environment. The approved project description and conditions of approval, with their corresponding permit monitoring requirements, are hereby made as the reporting and monitoring program for this project. The monitoring program is designed to ensure permit compliance during project implementation.

2.0 Administrative Findings

2.1 DESIGN REVIEW PERMIT FINDINGS

Pursuant to City of Guadalupe Municipal Code, Section 18.73.100, the following findings can be made:

- A.) *The buildings, structures, and landscaping are appropriate and of good design in relation to other buildings, structures, and landscaping on-site or in the immediate vicinity of the project.*

The architectural style is Spanish Mission style with low-pitched red tile roofs, white stucco walls, red trim, decorative black metal railings, and a mix of arched and rectangular windows. Proposed landscaping throughout the project site includes a mix of ornamental, drought-tolerant plants. Landscaping along Pioneer Street, once grown to maturity, would partially screen Buildings A and B and the parking lot from Pioneer Street and from the site in between the two parcels; the landscaping would also soften the appearance of these structures. The colors, materials, and design of the proposed project are of good design in relation to development in the immediate vicinity of the project. The project conforms to the standards within the Downtown Design Guidelines. Therefore, the proposed project is consistent with this finding.

- B.) *That the development will be compatible with the neighborhood, and its size, bulk and scale will be appropriate to the site and the neighborhood.*

The proposed three story apartment complex is compatible with the existing two and three story structures in the Central Business District. The proposal is the first proposal on Pioneer Street since the expansion of the Central Business District in 2002. While the proposed project would be relatively larger in size, bulk, and scale than the existing surrounding development to the north, west, and south; the City's objective is for the area to transform. Therefore, the proposed project is consistent with this finding.

- C.) *There is harmony of material, color, and composition of all sides of a structure or buildings as well as consistency and unity of composition and treatment of exterior elevation.*

The architectural style is Spanish Mission style with low-pitched red tile roofs, white stucco walls, red trim, decorative black metal railings, and a mix of arched and rectangular windows. The overall design is balanced and unified. Therefore, the project is consistent with this finding.

- D.) *Any mechanical or electrical equipment is well integrated into the total design concept and screened from public view to the maximum extent practicable.*

Mechanical Equipment (water heaters) will be located inside the building and will not be visible from view. No roof mounted condensers or equipment are proposed. Only heater vent pipes would be visible from the exterior. If a pad mounted transformer is required, it would be located between the front of the building and the street and screened with shrubbery and landscaping. Therefore, the project is consistent with this finding. .

- E.) *All visible on-site utility services are appropriate in size and location.*

The water, wastewater, and drainage, will be underground and thus will not be visible from the adjacent public roadways or adjacent residential neighborhood. If a pad mounted electrical transformer is required, it would be screened with shrubbery and landscaping. Therefore, the proposed project is consistent with this finding.

F.) *The grading will be appropriate to the site.*

Minimal grading will be required for project development. It is expected to balance on site with the possibility of exporting some materials due to the development of a retaining wall as the eastern end of the site. Therefore, the project is consistent with this policy.

G.) *Adequate landscaping is provided in proportion to the project and the site with due regard to the preservation of existing trees, and existing native vegetation, and adequate provision will be made for the long-term maintenance of such landscaping.*

A professional landscape plan was developed, reviewed and approved by the previous Contract City Planner which will ensure that adequate screening is provided for the new development. Therefore, the project is consistent with this policy.

H.) *The development will not adversely affect significant public scenic views.*

The only public scenic views are to the west through the adjacent farmland and on to the dunes. No existing development would be impacted by the development of the proposed apartment buildings. Therefore, the project is consistent with this policy.

I.) *All exterior site, structure and building lighting is well-designed and appropriate in size and location.*

All parking lot lighting would be contained between the two proposed three-story apartment buildings. Small wall-mounted patio and balcony lights would be utilized within the renter's private exterior space. These lights would not impact the local residents. Therefore, the project is consistent with this policy.

J.) *The proposed development is consistent with any additional design standards as expressly adopted by the City Council.*

No added design standards were required by City Council prior to approving the original project on October 27, 2018. Therefore, the project is consistent with this policy.

K.) *The project architecture will respect the privacy of neighbors and is considerate of solar access.*

Small patios and balconies have been designed into this project to provide private open space for the renters. Given the small size of these areas, residents would most likely not spend much time, therefore the privacy of neighbors would be respected. No solar access exists on any of the adjacent homes and likely would not be developed as the homes are very old and would more likely be torn down for redevelopment rather than have solar installed. Therefore, the project is consistent with this policy.

L.) *The project will provide for adequate street design and sufficient parking for residents and guests in a safe and aesthetically pleasing way.*

The development provides 54 parking spaces for residents and guests, three more spaces than required by the zoning ordinance. Access onto Pioneer Street has been designed such that there is adequate line-of-sight for ingress and egress. Therefore, the project is consistent with this policy.

- M.) *The proposed development as shown on the project plans is in conformance with all applicable policies of the General Plan and the requirements of this title. (Ord. 2008-393 §1)*
 The project is consistent with applicable policies of the General Plan as enumerated in the response below (CUP Findings A). Therefore, the project is consistent with this policy.

2.2 CONDITIONAL USE PERMIT FINDINGS

Pursuant to City of Guadalupe Municipal Code, Section 18.72.050, a Conditional Use Permit shall be approved only if all of the following findings can be made:

- A. *The project is consistent with the General Plan.*

The project is consistent with the following applicable General Plan policies:

8. *The City will encourage residential activity above compatible office and retail uses in the Central Business District.*

While no office or retail uses are proposed as part of the residential proposal, the project does not preclude future conversion to a mixed use development. The three-story project could be converted to accommodate both commercial and residential units if market forces warrant. Due to the current shortage of market-rate rental housing units in the region, as demonstrated by a continued increase in rental values¹, the 34-unit apartment complex is an appropriate use for the site. Therefore, the project is consistent with this policy.

10. *The City will work to strengthen its partnership with the private sector to protect and expand the economic viability of the downtown.*

The construction of the 34-unit apartment complex will expand the economic viability of the downtown. The addition of approximately 149 new residents to the downtown area would increase the customer base for existing downtown restaurants and shops and will generate demand for increased services within walking distance of the apartment complex. Therefore, the project is consistent with this policy.

11. *The City will reserve the Central Business District for uses which primarily provide retail and service businesses which serve the entire community and visitors.*

¹ Rupert, Peter. Santa Barbara Economic Summit. University of California, Santa Barbara Economic Forecast Project Presentation. April 30, 2015.

The project site was added to the CBD to facilitate off street parking behind existing stores fronting Guadalupe Street and to encourage larger scale commercial development. Since the adoption of the General Plan, there has been less demand for off-street parking and large scale commercial development in the CBD as previously anticipated. Increasing the residential population in the CBD is expected to generate increased demand for goods and services provided by existing CBD retailers, which would strengthen the CBD economy overall. Therefore, the project is consistent with this policy.

- B. *The project would not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, or whether it will be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the City.*

The apartment complex will not be detrimental to the neighborhood. The site is vacant, and no residents will be displaced as a result of project construction. The site was previously developed with a multi-family residential use, and a multifamily residential complex is adjacent to the site. The other surrounding properties are developed with residential uses. The Initial Study Mitigated Negative Declaration prepared for the project determined that with the incorporation of mitigation, the project will result in no impacts or less than significant impacts pertaining to issues of health, safety, and comfort (i.e., aesthetics, geology, hazards, and noise). The City's infrastructure, including streets, water systems, and wastewater systems, have the capacity to support the proposed project. Therefore, the proposed project is consistent with this finding.

**CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 2015-012-CUP(TE)
PIONEER STREET APARTMENTS PROJECT**

GENERAL CONDITIONS

1. Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Case No. 2015-012-CUP(TE) and shown in the project plans on file with the City of Guadalupe. Any deviations from the project description in the staff report, exhibits or conditions must be reviewed and approved by the City of Guadalupe for conformity with this approval. Deviations may require changes to the permit to be approved and/or further environmental review. Deviations without the above-described approval will constitute a violation of the permit approval.
2. Approval of this Conditional Use Permit is not valid until the property owner or authorized agent signs this list of conditions agreeing to the terms and Conditions of Approval.
3. The Applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicants expense, City and City's agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this permit or to determine the reasonableness, legality or validity of any condition attach hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and city will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligation of this condition. Applicant's acceptance of this permit approval or commencement of construction or operations under the approval shall be deemed to be acceptance of all conditions of approval.
4. In the event that any condition imposing a fee, exaction, dedication or other mitigation measure is challenged by the project sponsors in an action filed in a court of law or threaten to be filed therein which action is brought within the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and substitute conditions may be imposed.
5. ~~In accordance with Section 18.72.130 of the City Municipal Code, this Conditional Use Permit approval shall be null and void if not used within one year from the date of the approval thereof, or within any shorter or longer period of time if so designated by the Planning Commission or City Council. This project was processed as a CUP as well as a Design Review (DR) since all Procedures, Components of Review and Findings were utilized through the DR chapter to evaluate and approve the project. As such, the time limits follow Section 18.73.120 which allows for an initial two-year approval followed by~~

two one-year time extensions. The CUP was simply used to allow the development of ground-level residential units within the General Commercial zone district.

6. In accordance with Section 18.72.140 of the City Municipal Code, this Conditional Use Permit may be revoked by the City Council if any of the conditions or terms of such permits are violated.

PUBLIC WORKS DEPARTMENT CONDITIONS

7. The applicant shall comply with all requirements of the Guadalupe Public Works Department, including but not limited to encroachment permits for any construction within the City's public right-of-way and all current National Pollution Discharge Elimination System (NPDES) requirements to limit discharge of storm water during construction.

CITY ENGINEER CONDITIONS

8. The following conditions shall be completed to the satisfaction of the City Engineer prior to issuance of certificate of occupancy for the project, unless otherwise stated herein or as agreed by the City Engineer:
 - a. All engineering submittals prepared by the applicant's engineer shall be signed and sealed by a California licensed civil engineer.
 - b. All plans shall be prepared in conformance with the Conditional Use Permit and Environmental Documents.
 - c. All public improvements shall be constructed in accordance with the City of Santa Maria Standard Specifications and Drawings, or as directed by the City Engineer. The public improvements shall be approved by the City Engineer prior to construction.
 - d. The project shall comply with all Municipal Separate Storm Sewer System (MS4) requirements to the extent compliance is required as part of this project. Low impact development, best management practices and similar regulations and guidelines shall be met. The design shall be in compliance with The Santa Barbara County Post Construction Requirements, Stormwater Technical Guide, and all future updates.
 - e. Geotechnical Report. A site-specific geotechnical investigation report shall be prepared as part of final project design, and its recommendations for seismic design parameters per UBC code shall be incorporated into the proposed project design. This report shall include an in-depth study of the site-specific geologic conditions, including a liquefaction hazard analysis. Measures to reduce impacts would include ground improvement such as soil mixing, excavation and recompaction, soil densification, pile supported structures, etc. The use of specific

measures will depend on soil type and stratigraphy, which will be determined during final design.

- f. The project applicant, or his/her representative, shall file a lot merger application with the City of Guadalupe Planning Department. The merged lots shall be configured in a manner deemed acceptable by the City Engineer. Prior to the issuance of a certificate of occupancy, the lot merger application shall be reviewed and approved by the City Engineer.

PLANNING DEPARTMENT CONDITIONS

9. Prior to issuance of the building permit, all conditions of approval shall be printed in their entirety on applicable pages of final construction plans submitted to the City.
10. Prior to issuance of a building permit, the applicant shall pay all applicable permit processing and/or plan check fees in full.

SPECIAL CONDITIONS

11. **Halt Work Order for Archaeological or Paleontological Resources.** In the unexpected event archaeological or paleontological resources are unearthed during project construction, all earth disturbing work within the project area of potential effect (APE) must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Native American representative should monitor any archaeological field work associated with Native American materials.
12. **Geotechnical Report.** A site-specific geotechnical investigation report shall be prepared as part of final project design, and its recommendations for seismic design parameters per UBC code shall be incorporated into the proposed project design. This report shall include an in-depth study of the site-specific geologic conditions, including a liquefaction hazard analysis. Measures to reduce impacts would include ground improvement such as soil mixing, excavation and recompaction, soil densification, pile supported structures, etc. The use of specific measures will depend on soil type and stratigraphy, which will be determined during final design and shall be subject to review and approval by the City Engineer prior to the issuance of building permits.
13. **Restricted Construction Hours.** Construction activity shall be limited between the hours of 7:00 AM and 5:00 PM Monday through Friday and no work shall be permitted on Saturday, Sunday, or holidays.
14. **Temporary Sound Barriers and Sound Blankets.** The construction contractor shall use temporary sound barriers rated to STC25 or higher and/or sound blankets to buffer construction sound along the portions the western, eastern, and southern boundaries of the project site adjacent to existing sensitive uses. Temporary sound barriers shall be placed

such that the line-of-sight between the ground level construction and adjacent sensitive land uses is blocked.

15. **Equipment Mufflers.** The construction contractor shall implement the use of residential-grade mufflers on all construction equipment.
16. **Stationary Equipment and Equipment Staging.** All equipment staging and stationary construction equipment shall be located as far as practical from the adjacent occupied properties.
17. **Electrically-Powered Tools and Facilities.** To the extent practical, electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.
18. **Stairwell Access.** Two stairwells, constructed per Uniform Building Code and City of Guadalupe Fire Department requirements, shall be provided to all floors and roofs of each building. Stairwells, landings, and doorways shall remain clear of furniture and other obstacles at all times. The Fire Department may conduct annual inspections to ensure that the stairwells are structurally sound and safe. Stairwells shall be depicted on building plans and shall be reviewed and approved prior to issuance of building permits.
19. **Public Safety Impact Fee.** The project applicant shall contribute the necessary funding for emergency equipment and facilities to serve the proposed structures. The applicant shall pay the required public safety fees to the City of Guadalupe as deemed necessary by the City of Guadalupe Fire Department prior to issuance of a certificate of occupancy.
20. **Water Development Impact Fee.** The City of Guadalupe shall purchase additional State Water to provide adequate water service for the future infill demand, including the Pioneer Street Apartments development. To facilitate purchase of additional water, the applicant shall pay a one-time water development impact fee to the City of Guadalupe in an amount of \$2,500 per AFY or a total of \$25,000 (Central Coast Water Authority estimated cost) prior to the issuance of the first certificate of occupancy.

Applicant's Consent to Abide by the above Conditions of Approval

Signature Date

Printed Name Title

REPORT TO THE CITY COUNCIL
September 11, 2018



Prepared by:
Larry Appel, Contract City Planner

Approved by:
Cruz Ramos, City Administrator

SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 2018-476 TO CONSIDER AMENDMENTS TO TITLE 12, OF THE GUADALUPE MUNICIPAL CODE (ZONING ORDINANCE) AS FOLLOWS: REPEALING AND REPLACING CHAPTER 18.04 (GENERAL PROVISIONS); AMENDING CHAPTERS 18.12 (ADMINISTRATION); 18.20 (R-1); 18.21 (R-1 SP); 18.24 (R-1-M); 18.28 (R-2); 18.32 (R-3); 18.37 (GENERAL STANDARDS FOR COMMERCIAL AND LIGHT INDUSTRIAL); 18.44 (GENERAL INDUSTRIAL); AND ADDING CHAPTER 18.49 (PUBLIC FACILITIES AND INSTITUTIONAL);

EXECUTIVE SUMMARY:

Staff's presentation at the August 14th Council Meeting explained how the City's zoning ordinance had been adopted in February 1980, over 38 years ago. While the ordinance was adequate at the time, it currently lacks basic information that is found in most up-to-date agency zoning ordinances. Over the coming year, staff will be updating various sections of the ordinance that require updating as well as presenting new sections.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff (Contract City Planner Larry Appel); and
- 2) Conduct a public hearing and introduce by title only and waive the first reading of Ordinance No. 2018-476, repealing and replacing Chapter 18.04, replacing Chapters 18.12, 18.20, 18.21, 18.24, 18.28, 18.32, 18.37, 18.44, and adding Chapter 18.49, of the Municipal Code; and
- 3) Continue to October 9, 2018 for second reading and adoption.

FISCAL IMPACT:

No reduction in revenue, but fewer internal inconsistencies or time-consuming delays by not having a fully functioning zoning ordinance.

BACKGROUND:

The following round of ordinance amendments will bring the City's zoning ordinance up to date. There have been a number of changes in State law that are not reflected in our zoning ordinance. We will be addressing these changes in the coming months. The updated zoning ordinance will also have a new section printed at the beginning of the ordinance which will track the various amendments over the years so that the reader is well informed as to what information has changed, and when. Upon completion of the various updates, the zoning ordinance will be republished and placed on the City's website. Until then a limited number of copies will be available in the City that reflect the updated version as it is amended

DISCUSSION:

18.04 General Provisions – This section of the ordinance has been greatly expanded to include sections that will clarify provisions of the law. For instance, it will clearly say that development by the Federal Government, State Government on federal and state-owned or leased land, and development by the City of Guadalupe are exempt from the provisions of this ordinance. There are an additional ten sections that provide direction to those that propose to develop within the City. Please refer to Sections 18.04.010 thru 18.04.050 in the attached Ordinance for a complete review of this new section.

18.12 Administration- This section has been updated to drop “zoning permit” and replace it with the current “zoning clearance.” The Zoning Administrator position has been replaced with Planning Director or designee. Planning Commission has been removed from this section as well, and will be systematically removed from the other sections as they are amended. A limited number of discretionary permits were listed, so other permits were added to the lists. Additional sections of the Government Code have been added which are required for noticing projects for public hearings.

18.20.020 and .030 R-1 Single Family – Several items have been added to the list of permitted uses. These include Small and Large family daycares. These ministerial uses are required by the State and have not been reflected in our zoning ordinance. Home occupations are also added as a permitted use, with a new Section 18.55 which will be brought to Council next month. There is also a provision for the keeping of household pets. This has been a problem over the years with no mention of animals. A definition will be added that will make it clear what animals and how many can be kept in a residence. This will be important for the conflicts that have occurred when 4-H members want to raise various animals at their homes and are told that it is not permitted.

18.21.010 R-1 (SP) Single Family (Specific Plan) – This section updates the R-1 zoning for the Pasadera Specific Plan to include the recent amendment to the Revised

Specific Plan as well as a side Memorandum of Agreement that was used to address inconsistencies in the processing of zoning clearances for Lot 4 which contains the small 3,000 square foot lots and contain many ten foot driveways. By placing these references in the zoning ordinance, it will ensure that future staff are aware of the special conditions that apply to development on those small lots.

18.24.050 R-1-M Single Family (Medium-Density) - This section starts with a statement in Section 18.24.010 that states the approximate density in this zone district will allow 10 dwellings per acre. Then in section 18.24.050 is says that lots shall have a minimum area of 3,400 square feet. With an acre containing 43,560 square feet, ten units would average approximately 4,300 square feet, not 3,400 as noted. It is a simple mathematical mistake and is being corrected at this time.

18.28.030 R-2 Multiple Dwelling (Medium-Density) – The amendment to this section is found in the Conditional Uses where there are permitted “group dwellings” with more than six residents. Some, but not all of the residential zone districts have a provision whereby a group of people living under one or more roofs are limited to “one residing occupant for each 500 square feet of land in the lot or parcel.” The ordinance is clear as to the number of dwellings allowed per acre, for traditional housing (single family, duplex, multi-family), but there is a lack of consistency throughout the ordinance when group dwellings are proposed. By including this wording with a limitation of one residing occupant for each 500 square feet of land, this provision will have an effect of preventing group dwellings from overcrowding a particular parcel, and make it easier for staff to make the required findings of consistency with the surrounding neighborhood.

18.32.030 R-3 Multiple Dwelling (High-Density) – The amendment to this section effects the Conditional Uses as noted above in R-2. The same added limitation on the density of a group dwelling is being recommended.

18.37.010 General Standards for Commercial and Light Industrial – Under the General Standards for this section, we are recommending that there be an amendment to the strict requirements for roof-top screening of air conditioning and other roof-mounted equipment. We have found that it may not be necessary to install expensive roof siding in order to achieve appropriate screening of roof-mounted equipment. It may be possible, in certain circumstances to be able to install certain species of trees that would screen the view of the equipment from the street level. We have added this as a possible alternative to be used in conjunction with fixed roof screening to meet this standard.

18.44.040 General Industrial Standards - It is not clear why the zoning ordinance didn't provide any development standards for projects within the General Industrial zone district. We have simply copied the standards from the Light Industrial section and created a new section, 18.44.040. This new section also contains the alternative landscape screening as noted above in the Light Industrial standards.

18.49 PF Public Facilities and Institutional zone district – This zoning district has been added to the zoning ordinance in order to accurately reflect the zoning identified

for city buildings and facilities. It can also be utilized for schools, libraries, museums, charitable institutions, cemeteries, water and wastewater treatment plants, substations, etc. Currently all City properties are zoned Open Space as is the case for the existing elementary and junior high schools. The two permitted uses in the O – Open Space zone district include Public Parks and playgrounds, as well as, “continued retention of land in its present use...” It makes much more sense to be able to identify City properties and schools as Public Facilities. There are also proposed conditional uses within the PF district that would allow

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTICE:

Staff published the required display ad in a newspaper of general circulation on or before August 28, 2018.

ATTACHMENT:

1. Ordinance No. 2018-476 with amended and new text

ORDINANCE NO. 2018-476

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

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

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

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

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

WHEREAS, public notice pursuant to Government Code section 65090 was given on August 28, 2018.

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

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

Chapter 18.04 GENERAL PROVISIONS

18.04.010 Provisions adopted – Statutory authority.

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

(Government Code Section 66410 et seq.); and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.)

18.04.020 - Purpose of Zoning Ordinance.

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

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

18.04.030 - Responsibility for Administration

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

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

B. Responsibility and authority of Planning Director. Whenever this Chapter refers to the Department, it is expressly understood that the Department staff are acting under the direction and control of the Planning Director and that they report directly and act as the designee to the Planning Director, or in the absence of a Planning Director, the City Administrator rather than the City Council.

18.04.040 - Applicability of the Zoning Ordinance.

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

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

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

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

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

E. Conflicting requirements.

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

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

3. Private agreements. This Zoning Ordinance applies to all land uses and development regardless of whether it imposes a greater or lesser restriction on the development or use of structures or land than a private agreement or restriction (for example, CC&Rs) without affecting the applicability of any agreement or restriction. The City shall not enforce any private covenant or agreement unless it is a party to the covenant or agreement, or a portion thereof.

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

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

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

18.04.050 –Validity.

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

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

Chapter 18.12 ADMINISTRATION

18.12.010 Zoning permit clearance requirements.

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

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

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

D. A fee set by resolution shall accompany the application. (Ord. 206 §1, 1981; Ord. 189 Art. 5 §1(A), 1980)

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

In case an application for an amendment to this title, ~~an amendment to the General Plan, design review permit, conditional use permit, tentative parcel map, tentative tract map (including vesting maps), or variance is denied~~, said application shall not be eligible for reconsideration for one year subsequent to such denial unless a new application affecting or including all or a part of the same property is substantially different ~~from the application denied~~, in the opinion of the ~~Planning Commission~~ Planning Director or designee. ~~from the application denied~~. Appeal of the Planning Director or designee shall comply with the process set forth in Section 18.80.010. (Ord. 189 Art. 5 §7, 1980)

18.12.030 Conflicts—Request for Planning Commission review.

In any case, when interpreting and applying the provisions of this title, if the ~~Zoning Administrator~~ Planning Director or designee, or the applicant finds that there is an irreconcilable difference of opinion as to the intent or definition of any part of this title, either party may make a written request that the matter be reviewed and interpreted by the ~~Planning Commission~~ City Council. Once the written request is received, the matter shall be placed upon the agenda of the next regularly scheduled ~~Planning Commission~~ City Council meeting that falls more than ~~10~~ 20 days after the written request was received. ~~If the Planning Commission finds that it is unable to resolve the matter, it shall refer the matter to the City Council.~~ (Ord. 206 §1, 1981; Ord. 189 Art. 5 §7(B), 1980)

18.12.040 Notice of hearings.

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

B. Upon completion of publication or other notice as provided for in this section, the City Clerk shall cause an affidavit of such publication to be filed in the permanent records of the particular proceedings to which such notices pertain. (Ord. 189 Art. 5 §10, 1980)

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

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

18.20.020 Permitted uses.

Permitted uses in the R-1 district include:

- A. One single-family dwelling; the dwelling shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;
- B. Accessory buildings or uses, such as garages, patios, swimming pools or storage sheds, which are normally incidental to a single-family residence if constructed simultaneously with or subsequent to the main building on the same lot;
- C. The storage of recreational (trailer) vehicles within the rear yard provided that said vehicle is located a minimum of 5 feet from all property lines and structures;
- D. The storage of recreational (trailer) vehicles within the side yard (or street side yard of corner lots) provided that all of the design standards contained in Municipal Code Section 18.60.035 can be met;
- E. Group dwellings with 6 or fewer residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that there shall not be more than one residing occupant for each 500 square feet of land within the lot or parcel on which the dwellings are located. (Ord. 2014-426 §1; Ord. 2014-425 §1; Ord. 88-283 §2; Ord. 189 Art. 3 §1.2, 1980)
- F. Small family daycares.
- G. Large family daycares, provided that no large family daycare is closer than 300 feet from another.
- H. Home Occupations, consistent with the provisions of Section 18.55 (Home Occupations).
- I. Keeping household pets.

18.20.030 Conditional uses.

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

- A. A church, public or private elementary school, park, playground, public utility building or public building, along with required parking;
- B. Accessory buildings or uses normally incidental to a single-family residence, if constructed or installed prior to the main building on the same lot;
- C. ~~A home occupation. (Ord. 189 Art. 3 §1.3, 1980)~~

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

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

18.21.010 Specific plan.

A final specific plan for the Point Sal Dunes residential development dated January 8, 1990 has been approved by the City Council. A final specific plan for the DJ Farms project dated September 27, 1993 has been approved by the City Council and amended on June 12, 2018 along with a Memorandum of Agreement, dated June 6, 2018, which regulates driveway parking on certain parcels of Lot 4 (FM 29,062). Future development in this zoning district must be consistent with the approved and adopted specific plan, unless the specific plan is amended as required by State law. (Ord. 93-324 § 1; Ord. 90-296 §3)

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

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

18.24.050 Minimum lot area and dimensions.

Lots or parcels in the R-1-M district shall have a minimum area of ~~3,400~~ 4,300 square feet. No lot shall contain less than 40 feet of lot frontage, except where a detached garage is served from an alley, where the minimum width shall be 35 feet. Minimum lot depth shall be 80 feet. On cul-de-sac lots, the required lot width must be provided within the front yard setback. (Ord. 196 §1, 1980; Ord. 189 Art. 3 §2.4(A), 1980)

SECTION 6. Chapter 18.28 of the Guadalupe Municipal Code regarding R-2 Multiple Dwelling (Medium-Density) is hereby amended to read as follows:

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

18.28.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the R-2 district include:

A. Group dwellings with more than 6 residents, such as boardinghouses, family care homes, rest homes, convalescent homes, or other similar residential uses, provided that such a group dwelling shall not be located within 300 feet of the boundaries of a parcel containing another group dwelling, unless a conditional use permit is issued on the basis that waiver of such separation requirement would not be materially detrimental or injurious to the property, improvements or uses in the immediate vicinity. The dwelling shall not exceed one residing occupant for each 500 square feet of land in the lot or parcel on which the use is located.

B. All multiple units in R-2 medium-density residential zones placed on one lot must be attached;

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

D. Accessory buildings or uses, only if constructed simultaneously with, or subsequent to, the main building on the same lot;

E. Public park or playground. (Ord. 2014-426 §2; Ord. 95-333 §§3—5; Ord. 189 Art. 3 §4.2, 1980)

SECTION 7. Chapter 18.32 of the Guadalupe Municipal Code regarding R-3 Multiple Dwelling (High-Density) is hereby amended to read as follows:

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

18.32.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the R-3 district include:

A. Mobile home parks or recreational vehicle parks;

B. Mortuaries;

C. A home occupation;

D. Group dwellings with more than 6 occupants, such as hotels, motels, boardinghouses, family care homes, rest homes, convalescent homes or other similar residential uses, provided that such a group dwelling shall not be located within 300 feet of the boundaries of a parcel containing another group dwelling, unless a conditional use permit is issued on the basis that waiver of such separation requirement would not be materially detrimental or injurious to the property, improvements or uses in the immediate vicinity. The dwelling shall not exceed one residing occupant for each 500 square feet of land in the lot or parcel on which the use is located;

E. Accessory buildings or uses normally incidental to one of the uses permitted above, if constructed or installed prior to the main building on the same lot. (Ord. 2014-426 §3; Ord. 189 Art. 3 §5.3, 1980)

SECTION 8. Chapter 18.37 of the Guadalupe Municipal Code regarding General Standards for Commercial and Light Industrial Development is hereby amended to read as follows:

18.37 GENERAL STANDARDS FOR COMMERCIAL AND LIGHT INDUSTRIAL DEVELOPMENT

18.37.010 - General Standards

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

SECTION 9. Chapter 18.44 of the Guadalupe Municipal Code regarding General Industrial Standards is hereby amended to read as follows:

18.44 G-I GENERAL INDUSTRIAL

18.44.040 General standards.

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

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

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

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

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

SECTION 10. Adding Chapter 18.49 to the Guadalupe Municipal Code regarding PF Public Facilities and Institutional hereby reads:

CHAPTER 18.49 PF - PUBLIC FACILITIES AND INSTITUTIONAL ZONE DISTRICT

18.49.010 Purpose of district.

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

18.49.020 Permitted uses.

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

18.49.030 Accessory uses.

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

18.49.040 Development standards.

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

18.49.050 Lot coverage.

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

18.49.060 Height.

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

18.49.070 Setbacks.

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

18.49.080 Project review.

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

1. A plot plan of the proposed development drawn to scale showing the boundaries of the property, topography, and a proposed grading plan; the width, location and names of surrounding streets; the location, dimensions and uses on adjacent property of all existing buildings and structures within fifty (50) feet of the boundary line of the subject property; the location, dimension, ground floor area, and uses of all existing and proposed buildings and structures on the subject property; landscaping, parking areas, including the size and number of parking spaces and the internal circulation pattern; signs, including location, size and height; pedestrian, vehicular and service ingress and egress; location, height and material of walls and fences; and a designation of the specific uses of the property;
2. Schematic drawings and renderings to scale showing architectural design of buildings and structures proposed to be constructed;
3. Statistical information including the following:
 - a. Acreage or square footage in the property,
 - b. Height, ground floor area and total floor area of each building,
 - c. Number of buildings on the site,
 - d. Building coverage expressed as a percentage of the total lot area,
 - e. Parking ratio, expressed as the number of parking spaces to the square footage of building area,
 - f. Area of land devoted to landscaping and/or open space usable for recreation purposes and its percentage of the total land area,
 - g. The sequence of construction of various portions of development,
 - h. A statement as to the source of water and method of waste water disposal.

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

18.49.090 Parking.

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

18.49.100 Signs.

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

SECTION 11. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CEQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

SECTION 12. The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this Ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of this Ordinance is held invalid, the City Council declares it would have adopted the remaining provisions of this Ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this Ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 13. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

INTRODUCED at a regular meeting of the City Council on the 11th day of September 2018, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney