



City of Guadalupe

AGENDA

Regular Meeting of the Guadalupe City Council and Special Meeting of the Successor Agency to the Guadalupe Redevelopment Agency Board

Tuesday, September 12, 2023, at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers

The City Council meeting will broadcast live streamed on the City of Guadalupe's Official YouTube channel: <https://www.youtube.com/channel/UCaxeHWd9JkmvKnGFU8BAYQQ>

If you choose not to attend the City Council meeting but wish to make a comment during Community Participation Forum or on a specific agenda item, please submit via email to juana@ci.guadalupe.ca.us no later than 2:00 pm on Tuesday, September 12, 2023.

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

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

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

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

1. **ROLL CALL:**

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

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF THANKS, APPRECIATION OR CONDOLENCES.

4. AGENDA REVIEW

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

5. CEREMONIAL CALENDAR

- a. Swearing-in Robert Lee Nyvold II, Police Officer
- b. Proclamation – Commending Club Comité Civico Mexicano de Guadalupe for its 100th year anniversary celebration of Mexican Independence Day

6. COMMUNITY PARTICIPATION FORUM

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

7. CONSENT CALENDAR

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

- A. Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting unless City Council indicates otherwise.
- B. Approve payment of warrants for the period ending September 4, 2023.
- C. Approve the Minutes of the City Council regular meeting of August 22, 2023.
- D. Adopt Resolution No. 2023-71 entering into an agreement with Townsend Public Affairs for professional grant writing and administrative services.
- E. Adopt Resolution No. 2023-72 identifying priorities for the use of Measure A circulation of funds.
- F. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
 1. Planning Department report for August 2023
 2. Building Department report for August 2023

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

PUBLIC HEARING

10. **Design Review Permit (DR-2023-055-DR) for the Crandall 12th Street Apartments, a multi-family development on a 15,000 square-foot property in the R-3 (High Density) residential zoning district located on the northeast corner of 12th Street and Olivera Street, APN 115-035-001.**

Written report: Bill Scott, Contract City Planner

Recommendation: That the City Council:

1. Receive a presentation from staff; and
 2. Conduct a public hearing, including a) an opportunity for the applicant to present the proposed project; and b) receive any comments from the public; and
 3. Adopt Resolution No. 2023-73 approving the Design Review Permit 2023-055-DR, for the Crandall 12th Street Apartments multi-family complex.
11. **Conditional Use Permit (2023-031-CUP) for SLOCAL Management, LLC, to allow a retail cannabis dispensary at 928 Guadalupe Street, APN 115-072-013 and 115-072-014.**

Written report: Bill Scott, Contract City Planner

Recommendation: That the City Council:

1. Receive a presentation from staff; and
2. Conduct a public hearing, including a) an opportunity for the applicant to present the proposed project; and b) receive any comments from the public; and
3. Adopt Resolution No. 2023-74 approving the Conditional Use Permit 2023-031-CUP, including CUP Findings, a CEQA Class 1 Exemption, and the Conditions of Approval.

REGULAR BUSINESS

12. **Community Benefit Agreement between the City of Guadalupe and Element 7 Guadalupe LLC, dba Element 7.**

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2023-70 approving the Community Benefit Agreement by and between the City of Guadalupe, a municipal corporation of the State of California ("City") and Element 7 Guadalupe LLC, dba Element 7, a California corporation ("Operator"), located at 859 Guadalupe Street, Guadalupe, CA 93434 (the "Site").

13. Community Benefit Agreement between the City of Guadalupe and SLOCAL Management LLC, dba Root One.

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2023-75 approving the Community Benefit Agreement by and between the City of Guadalupe, a municipal corporation of the State of California (“City”) and SLOCAL Management LLC, dba Root One, a California limited liability company (“Operator”), located at 928 Guadalupe Street, Guadalupe, CA 93434 (the “Site”).

14. Recreation & Parks Commission soliciting for a non-profit to secure Jack O’Connell Park turf funding.

Written report: Hannah Sanchez, Recreation Services Manager

Presentation: Emily Dreiling, Recreation & Parks Commissioner

Recommendation: That the City Council approve the Recreation & Parks Commission’s solicitation for a non-profit to secure funding and the administration of a grant to install turf at Jack O’Connell Park.

15. City facility and parks use fee schedule.

Written report: Hannah Sanchez, Recreation Services Manager

Recommendation: That the City Council adopt Resolution No. 2023-76 amending the Master Fee Schedule-Part 2, Section B-1, Park & Facilities Use and Special Events.

16. Expansion of the residential permit parking pilot project in the 1000 block of Guadalupe Street.

Written report: Michael Cash, Director of Public Safety

Recommendation: That the City Council adopt Resolution No. 2023-77 expanding the pilot program for the 1000 block of Guadalupe Street.

17. Expedited permitting process for EV charging stations.

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council introduce and conduct the first reading by title only, waiving further reading of Ordinance No. 2023-511 establishing an expedited permitting process for electric vehicle charging stations.

18. FUTURE AGENDA ITEMS

19. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

20. ADJOURNMENT TO SUCCESSOR AGENCY BOARD MEETING

SUCCESSOR AGENCY

21. **Amended Recognized Obligation Payment Schedule (ROPS) 23-24 for the January 1, 2024, through June 30, 2024, period.**

Written report: Joy Otsuki, Special Counsel to the Successor Agency

Recommendation: That the Successor Agency adopt SA Resolution No. 2023-03 entitled "Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe approving the amended Recognized Obligation Payment Schedule (ROPS) for the January 1, 2024, through June 30, 2024, period".

22. **ADJOURNMENT TO CLOSED SESSION**

23. **CLOSED SESSION AGENDA**

Public Employment

(Pursuant to Government Code Section 54957(b))

Title: Director of Public Safety

Public Employee Performance Evaluation

(Subdivision (b) of Gov. Code Section 54957)

Title: City Attorney

Conference with Labor Negotiators

(Subdivision (a) of Gov. Code Section 54957.6)

Agency designated representatives: City Administrator and Human Resources Manager

Employee organizations: Service Employees International Union (SEIU), Local 620; Guadalupe Police Officers Association (POA); International Association of Fire Fighters (IAFF), Local 4403.

24. **ADJOURNMENT TO OPEN SESSION MEETING**

25. **CLOSED SESSION ANNOUNCEMENTS**

26. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall display case and website not less than 72 hours prior to the meeting. Dated this 7th day of September 2023.

Todd Bodem

Todd Bodem, City Administrator

PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS

Council Meeting: Date and Subject	Department	Agenda Category	
Tuesday, September 26, 2023, at 6:00 pm / Regular Meeting			
Acknowledging the receipt of and filing the annual statement of Investment Policy for fiscal year 2023-2024	Finance Department	Consent Calendar	
Mechanics Bank Money Market Account	Finance Department	Consent Calendar	
Approval of Owner’s Agreement to Construct and Maintain Private Drainage Improvements for Water Quality	Public Works Department	Consent Calendar	
Tree Ordinance	City Attorney	Regular Business	
Joint Use Agreement with School District	Recreation & Parks Dept.	Regular Business	
Tuesday, October 10, 2023, at 6:00 pm / Regular Meeting			
Tuesday, October 24, 2023, at 6:00 pm / Regular Meeting			
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Gift Policy		City Attorney	New Business
Benefit for Unrepresented Employees		Human Resources	New Business
State of City Report		Admin Department	New Business
Facility Use Agreement with Allan Hancock College		Recreation & Parks Dept.	New Business
Tesla electric vehicle charging station in Guadalupe – City Guidance		Admin Department	

City of Guadalupe



Guadalupe, California

Proclamation

Commending Club Comité Cívico Mexicano de Guadalupe for its 100th Year Anniversary Celebration of Mexican Independence Day

WHEREAS, Mexico declared its independence from Spain on September 16, 1810; and

WHEREAS, the Club Comité Cívico Mexicano de Guadalupe, formed in 1923 is celebrating 100 Years of organizing yearly Mexican Independence Day celebrations including a parade; and

WHEREAS, the Comité Cívico Mexicano has long engaged in community outreach for the betterment of Guadalupe, having supported the education, health, nutrition and mental health services for children, parents and seniors through its involvement with Family Service Agency of Santa Barbara County, Communities of San Luis Obispo and Santa Barbara Counties as well as with the Guadalupe Union School District; and

WHEREAS, the Comité Cívico will celebrate Mexican Independence Day this year with a two-day celebration on Saturday, September 16 and Sunday, September 17.

NOW, THEREFORE, BE IT RESOLVED, that by virtue of the authority vested in me as Mayor and on behalf of the City Council of the City of Guadalupe, I, Ariston Julian, take this opportunity to honor the **Club Comité Cívico Mexicano de Guadalupe** for its 100th Year Anniversary Mexican Independence celebration and the Comité Cívicos ongoing contributions to the Guadalupe community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Guadalupe, California to be affixed this 12th day of September 2023.

Ariston Julian

Ariston Julian, Mayor
City of Guadalupe

City of Guadalupe



Guadalupe, California

Proclamation

Felicitaciones al Club Comité Cívico Mexicano de Guadalupe por sus 100 Años de Aniversario Celebrando Día de la Independencia de México

POR CUANTO, México declaró su independencia de España el 16 de septiembre de 1810; y

POR CUANTO, el Club Comité Cívico Mexicano de Guadalupe, formado en 1923, está celebrando 100 años organizando celebraciones anuales del Día de la Independencia de México, incluido un desfile; y

POR CUANTO, el Comité Cívico Mexicano ha participado durante mucho tiempo en actividades de extensión comunitaria para el mejoramiento de Guadalupe, habiendo apoyado los servicios de educación, salud, nutrición y salud mental para niños, padres y personas mayores a través de su participación con la Agencia de Servicios Familiares del Condado de Santa Bárbara, Comunidades de los condados de San Luis Obispo y Santa Bárbara, así como con el distrito escolar de Guadalupe; y

POR CUANTO, el Comité Cívico celebrará el Día de la Independencia de México este año con una celebración de dos días, el sábado 16 y domingo 17 de septiembre.

AHORA, POR LO TANTO, SE RESUELVE, que en virtud de la autoridad que me confiere como alcalde y en nombre del Concejo Municipal de la Ciudad de Guadalupe, yo, Ariston Julian, aprovecho esta oportunidad para honrar al **Club Comité Cívico Mexicano de Guadalupe** por sus 100 Años de Aniversario celebrando el Día de la Independencia de México y las continuas contribuciones del Comité Cívico a la comunidad de Guadalupe.

EN FE DE LO CUAL, firmo el presente y hago que se coloque el sello de la ciudad de Guadalupe, California el día 12 de septiembre de 2023.

Ariston Julian

Ariston Julian, Alcalde
Ciudad de Guadalupe



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Prepared by:
Veronica Fabian
Finance Account Clerk

Reviewed by:
Janice Davis
Finance Director

Approved by:
Todd Bodem
City Administrator

SUBJECT: Payment of warrants for the period ending September 4, 2023, to be approved for payment by the City Council. Subject to having been certified as being in conformity with the budget by the Finance Department staff.

RECOMMENDATION:

That the City Council review and approved the listing of hand checks and warrants to be paid on September 13, 2023.

BACKGROUND:

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



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [AKE01 - AKESO OCCUPATIONAL HEALTH](#) **Vendor Total:** 1,475.00

S16854	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	1,475.00	0.00	0.00	0.00	1,475.00
HR-GABRIEL MATSUURA 10-23-2002					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HR-GABRIEL MATSUURA 10-23-2002	NA	0.00	0.00	1,475.00	0.00	0.00	0.00	1,475.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4220-2150	Professional Services		1,475.00	100.00%

Vendor: [AMA02 - AMAZON BUSINESS](#) **Vendor Total:** 1,948.35

17KH-YXFY-3F4D	Invoice	8/8/2023	8/8/2023	8/8/2023	8/8/2023	92.65	0.00	0.00	0.00	92.65
PD-ACCT#:A19RD4DAF93AUQ					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
COPY PAPER	NA	0.00	0.00	92.65	0.00	0.00	0.00	92.65

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-1200	Office Supplies & Postage		92.65	100.00%

1HXP-46TP-LXFR	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	46.01	0.00	0.00	0.00	46.01
PD-ACCT#:A19RD4DAF93AUQ					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
5PCK THUMB DRIVE, AVERY LABELS	NA	0.00	0.00	46.01	0.00	0.00	0.00	46.01

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-1550	Operating Supplies & Exp.		46.01	100.00%

111C-PF4Y-99PJ	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	131.59	0.00	0.00	0.00	131.59
FIRE-ACCT#:A19RD4DAF93AUQ - KEYPAD ENT...					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FIRE-ACCT#:A19RD4DAF93AUQ - KEYPAD ...	NA	0.00	0.00	131.59	0.00	0.00	0.00	131.59

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-1550	Operating Supplies & Exp.		131.59	100.00%

1KHW-YKVP-LDMF	Invoice	7/26/2023	7/26/2023	7/26/2023	7/26/2023	244.77	0.00	0.00	0.00	244.77
WWTP-ACCT#:A19RD4DAF93AUQ					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SERIES UNINTERRUPTIBLE	NA	0.00	0.00	244.77	0.00	0.00	0.00	244.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1500	Equipment Replacement		244.77	100.00%

1LFR-9G1K-6QV4	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	1,032.74	0.00	0.00	0.00	1,032.74
P&R-ACCT#:A19RD4DAF93AUQ					No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: AME03 - AMERIGAS CORP.										
1QXD-GQ9X-MDG4	Invoice	7/26/2023	7/26/2023	7/26/2023	7/26/2023	53.26	0.00	0.00	0.00	53.26
WWTP-ACCT#:A19RD4DAF93AUQ					No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
FLAT SLAT FAUX WOOD (3) BLINDS - SENI...	NA		0.00	0.00	1,032.74	0.00	0.00	0.00		1,032.74
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				1,032.74	100.00%				
Vendor: ARA01 - ARAMARK UNIFORM SERVICES										
1YJM-WPDF-HQPD	Invoice	7/26/2023	7/26/2023	7/26/2023	7/26/2023	238.61	0.00	0.00	0.00	238.61
WWTP-ACCT#:A19RD4DAF93AUQ					No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
GRADUATED CYLINDER	NA		0.00	0.00	53.26	0.00	0.00	0.00		53.26
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-1550	Operating Supplies & Exp.				53.26	100.00%				
1YPN-6C7P-H794	Invoice	7/26/2023	7/26/2023	7/26/2023	7/26/2023	108.72	0.00	0.00	0.00	108.72
WWTP-ACCT#:A19RD4DAF93AUQ					No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
WIRELESS CHARGING PAD, GLASS MICROF...	NA		0.00	0.00	238.61	0.00	0.00	0.00		238.61
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-1550	Operating Supplies & Exp.				238.61	100.00%				
012-4425-1200	Office Supplies & Postage				108.72	100.00%				

Vendor: AME03 - AMERIGAS CORP.										Vendor Total:	155.25
3153257240	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	155.25	0.00	0.00	0.00	155.25	
WWT-ACCT#:200908762 - TANK RENTAL					No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total	
WWT-TANK RENTAL -FIXED -288 GALLON ...	NA		0.00	0.00	155.25	0.00	0.00	0.00		155.25	
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
012-4425-2200	Equipment Rental				155.25	100.00%					

Vendor: ARA01 - ARAMARK UNIFORM SERVICES										Vendor Total:	270.25
5020349030	Invoice	8/2/2023	8/2/2023	8/2/2023	8/2/2023	19.93	0.00	0.00	0.00	19.93	
WWTP-ACCT#:170454000- UNIFORM SERVICE					No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total	
WWTP-UNIFORM SERVICE	NA		0.00	0.00	19.93	0.00	0.00	0.00		19.93	
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
012-4425-2150	Professional Services				19.93	100.00%					
5020355194	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	19.93	0.00	0.00	0.00	19.93	
WWTP-ACCT#:170454000 - UNIFORM SERVICE					No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-ACCT#:170454000 - UNIFORM SERV..	NA		0.00	0.00	19.93	0.00	0.00	0.00	19.93	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2150	Professional Services				19.93	100.00%				
5020357740	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	17.06	0.00	0.00	0.00	17.06
WATER-ACCT#:170454000 - UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-ACCT#:170454000 - UNIFORM SE...	NA		0.00	0.00	17.06	0.00	0.00	0.00	17.06	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
010-4420-2150	Professional Services				17.06	100.00%				
5020357757	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	73.55	0.00	0.00	0.00	73.55
P&R-ACCT#:170454000 UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-ACCT#:170454000 UNIFORM SERVICE	NA		0.00	0.00	73.55	0.00	0.00	0.00	73.55	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4145-2150	Professional Services				73.55	100.00%				
5020357763	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	11.88	0.00	0.00	0.00	11.88
PW-ACCT#:170454000 UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-ACCT#:170454000 UNIFORM SERVICE	NA		0.00	0.00	1.18	0.00	0.00	0.00	1.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4145-2150	Professional Services				1.18	100.00%				
PW-ACCT#:170454000 UNIFORM SERVICE	NA		0.00	0.00	1.20	0.00	0.00	0.00	1.20	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4300-2150	Professional services				1.20	100.00%				
PW-ACCT#:170454000 UNIFORM SERVICE	NA		0.00	0.00	9.50	0.00	0.00	0.00	9.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
071-4454-2150	Professional Services				9.50	100.00%				
5020360522	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	25.41	0.00	0.00	0.00	25.41
WWTP-ACCT#:170454000 UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-ACCT#:170454000 UNIFORM SERV...	NA		0.00	0.00	25.41	0.00	0.00	0.00	25.41	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2150	Professional Services				25.41	100.00%				
5020362919	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	17.06	0.00	0.00	0.00	17.06
WATER-ACCT#:170454000 UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Bank Code										
On Hold										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-ACCT#:170454000 UNIFORM SERV..	NA		0.00	0.00	17.06	0.00	0.00	0.00	17.06	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-2150	Professional Services				17.06	100.00%				
5020362940	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	73.55	0.00	0.00	0.00	73.55
P&R-ACCT#:170454000 UNIFORM SERVICE Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-ACCT#:170454000 UNIFORM SERVICE	NA		0.00	0.00	73.55	0.00	0.00	0.00	73.55	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-2150	Professional Services				73.55	100.00%				
5020362943	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	11.88	0.00	0.00	0.00	11.88
PW-STREETS-ACCT#:170454000 UNIFORM SER... Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-ACCOUNT#:170454000 - UNI...	NA		0.00	0.00	1.18	0.00	0.00	0.00	1.18	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-2150	Professional Services				1.18	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-ACCOUNT#:170454000 - UNI...	NA		0.00	0.00	1.20	0.00	0.00	0.00	1.20	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4300-2150	Professional services				1.20	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-ACCOUNT#:170454000 - UNI...	NA		0.00	0.00	9.50	0.00	0.00	0.00	9.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-2150	Professional Services				9.50	100.00%				

Vendor: [CAL03 - CAL COAST IRRIGATION, INC](#) Vendor Total: 160.41

2307-671961	Invoice	7/11/2023	7/11/2023	7/11/2023	7/11/2023	160.41	0.00	0.00	0.00	160.41
WWTP-ACCT#:242-10" ALUM-RING LOCK END ... Warr Bank Acct - Warrants Bank Account No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-10" ALUM-RING LOCK END PLUG ...	NA		0.00	0.00	160.41	0.00	0.00	0.00	160.41	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
012-4425-1550	Operating Supplies & Exp.				160.41	100.00%				

Vendor: [CAL04 - CAL COAST MACHINERY, INC.](#) Vendor Total: 297.52

829896	Invoice	5/17/2023	5/17/2023	5/17/2023	5/17/2023	297.52	0.00	0.00	0.00	297.52
PW-TRANSMISSION AND POWER TRAIN REPAIR Warr Bank Acct - Warrants Bank Account No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EQUIPMENT REPAIRS	NA		0.00	0.00	297.52	0.00	0.00	0.00	297.52	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
012-4425-1400	Equipment Maintenance				297.52	100.00%				

Vendor: [CAL19 - CALPORTLAND CONSTRUCTION](#) Vendor Total: 454.02

Payable Register

Packet: APPKT00076 - 09.12.23 BIWEEKLY RUN

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
95982907	Invoice	7/19/2023	7/19/2023	7/19/2023	8/19/2023	454.02	0.00	0.00	0.00	454.02
PW-CUST#:1018427 - 2500 PSI 3/8" GRAVEL					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-CUST#:1018427 - 2500 PSI 3/8" GRAV...	NA	0.00	0.00	454.02	0.00	0.00	0.00	454.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
023-4461-1550	Operating Supplies & Exp.		454.02	100.00%

Vendor: [CAS07 - CASSIA LANDSCAPE](#)

Vendor Total: 3,094.00

082344	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	871.00	0.00	0.00	0.00	871.00
PW-LANDSCAPE MAINTENANCE FOR AUGUST 2...					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-LANDSCAPE MAINTENANCE FOR AUGU...	NA	0.00	0.00	871.00	0.00	0.00	0.00	871.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
063-4472-2150	Professional services		871.00	100.00%

082345	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	2,223.00	0.00	0.00	0.00	2,223.00
P&R-LANDSCAPE MAINTENANCE FOR AUG 2023					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-LANDSCAPE MAINTENANCE FOR AUG...	NA	0.00	0.00	2,223.00	0.00	0.00	0.00	2,223.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4300-2150	Professional services		2,223.00	100.00%

Vendor: [CEN11 - CENTRAL CITY TOOL SUPPLY](#)

Vendor Total: 65.23

114632	Invoice	8/24/2023	8/24/2023	8/24/2023	8/24/2023	65.23	0.00	0.00	0.00	65.23
PW-CUST#:10233 GLOVEWORKS BLACK NITRILE..					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-CUST#:10233 GLOVEWORKS BLACK NI...	NA	0.00	0.00	65.23	0.00	0.00	0.00	65.23

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		65.23	100.00%

Vendor: [CW01 - CENTRAL COAST WATER AUTH.](#)

Vendor Total: 46,514.41

09012023	Invoice	9/1/2023	9/1/2023	9/1/2023	9/1/2023	46,514.41	0.00	0.00	0.00	46,514.41
WATER-DELIVERY PERIOD AUG 1,23 TO DEC 31...					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER-DELIVERY PERIOD AUG 1,23 TO D...	NA	0.00	0.00	46,514.41	0.00	0.00	0.00	46,514.41

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-1553	State Water		46,514.41	100.00%

Vendor: [CHA03 - CHARTER COMMUNICATIONS](#)

Vendor Total: 962.98

0090972080123	Invoice	8/1/2023	8/1/2023	8/1/2023	8/1/2023	962.98	0.00	0.00	0.00	962.98
P&R-ACCT#:8245101140090972 - FIBER					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-ACCT#:8245101140090972 - FIBER	NA	0.00	0.00	962.98	0.00	0.00	0.00	962.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-1150	Communications		962.98	100.00%

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [CIT14 - CITY OF SANTA MARIA - FINANCE DIVISION](#) Vendor Total: 22,236.31

93690	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	15,000.00	0.00	0.00	0.00	15,000.00
FINANCE-ACCT#:04109 - RENT FY 23-24						Warr Bank Acct - Warrants Bank Account		No		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FINANCE-RENT FY 23-24	NA	0.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
028-4502-2250	Property Rental		15,000.00	100.00%

93818	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	6,210.25	0.00	0.00	0.00	6,210.25
PD-ACCT#:04722 DISPATCH SERVICES GUAD						Warr Bank Acct - Warrants Bank Account		No		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD-ACCT#:04722 DISPATCH SERVICES GU...	NA	0.00	0.00	4,197.16	0.00	0.00	0.00	4,197.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-2350	Services by other Agencies		4,197.16	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD-ACCT#:04722 DISPATCH SERVICES GU...	NA	0.00	0.00	2,013.09	0.00	0.00	0.00	2,013.09

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4220-2350	Services by other Agencies		2,013.09	100.00%

93819	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	1,026.06	0.00	0.00	0.00	1,026.06
PD-ACCT#:04722 ACCOUNTS RECEIVABLE BILLI...						Warr Bank Acct - Warrants Bank Account		No		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD-ACCT#:04722 ACCOUNTS RECEIVABLE ...	NA	0.00	0.00	1,026.06	0.00	0.00	0.00	1,026.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-2350	Services by other Agencies		1,026.06	100.00%

Vendor: [CLA02 - CLAY'S SEPTIC & JETTING,](#) Vendor Total: 643.62

77815	Invoice	8/17/2023	8/17/2023	8/17/2023	8/17/2023	643.62	0.00	0.00	0.00	643.62
WWTP-PUMPED 600GAL OF WATER						Warr Bank Acct - Warrants Bank Account		No		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP-PUMPED 600GAL OF WATER	NA	0.00	0.00	643.62	0.00	0.00	0.00	643.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-2150	Professional Services		643.62	100.00%

Vendor: [CLI01 - CLIN.LAB-SAN BERNADINO IN](#) Vendor Total: 2,542.00

998591	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	288.00	0.00	0.00	0.00	288.00
WATER-WEEKLY BACTERIOLOGICAL TESTING						Warr Bank Acct - Warrants Bank Account		No		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER-WEEKLY BACTERIOLOGICAL TESTI...	NA	0.00	0.00	288.00	0.00	0.00	0.00	288.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-2150	Professional Services		288.00	100.00%

998592	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	2,254.00	0.00	0.00	0.00	2,254.00
WWTP-LAB WORK						Warr Bank Acct - Warrants Bank Account		No		

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP-LAB WORK	NA	0.00	0.00	2,254.00	0.00	0.00	0.00	2,254.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
012-4425-2150	Professional Services		2,254.00	100.00%						

Vendor: COR01 - CORBIN WILLITS SYSTEM COR									Vendor Total:	691.78
000C308151	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	691.78	0.00	0.00	0.00	691.78
FINANCE-CUST:GUA01 MONTHLY INVOICE		Warr Bank Acct - Warrants Bank Account			No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PVX MAINTENANCE FEES	NA	0.00	0.00	691.78	0.00	0.00	0.00	691.78		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4120-2150	Professional services		691.78	100.00%						

Vendor: DEP09 - DEPARTMENT OF JUSTICE									Vendor Total:	147.00
674214	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	147.00	0.00	0.00	0.00	147.00
PD-CUST#:147785		Warr Bank Acct - Warrants Bank Account			No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PD-FINGERPRINT APPS, CHILD ABUSE, PEA...	NA	0.00	0.00	147.00	0.00	0.00	0.00	147.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4200-2350	Services by other Agencies		147.00	100.00%						

Vendor: HEN01 - EAGLE ENERGY, INC									Vendor Total:	2,870.79
202521	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	293.54	0.00	0.00	0.00	293.54
FIRE-ACCT#:1197 LOCKOUT:08-30-23 FUEL CH...		Warr Bank Acct - Warrants Bank Account			No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PATRICK SCHMITZ - (8/1/23)	NA	0.00	0.00	92.99	0.00	0.00	0.00	92.99		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4220-1560	Fuels and Lubricants		92.99	100.00%						

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FERNANDO GARCIA - (08/4/23)	NA	0.00	0.00	73.31	0.00	0.00	0.00	73.31		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4220-1560	Fuels and Lubricants		73.31	100.00%						

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
GUADALUPE REYES - (08-10-23)	NA	0.00	0.00	60.07	0.00	0.00	0.00	60.07		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4220-1560	Fuels and Lubricants		60.07	100.00%						

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
JACOB NUNO - (08-07-23)	NA	0.00	0.00	67.17	0.00	0.00	0.00	67.17		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4220-1560	Fuels and Lubricants		67.17	100.00%						

202523	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	156.63	0.00	0.00	0.00	156.63
WATER-ACCT#:1202 LOCKOUT#:08-30-23 FUEL...		Warr Bank Acct - Warrants Bank Account			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
202524	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	168.13	0.00	0.00	0.00	168.13
WWTP-ACCT#:1207 - LOCKOUT:08-30-23 FUEL... Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
JAIME VIDALES - (08/11/23)	NA		0.00	0.00	156.63	0.00	0.00	0.00	156.63	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
010-4420-1560	Fuel & lubricants				156.63	100.00%				
202525	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	509.44	0.00	0.00	0.00	509.44
PW-ACCT#:1208 LOCKOUT:08-30-23 FUEL CHA... Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DAVE MIKLAS - (8/7/23)	NA		0.00	0.00	168.13	0.00	0.00	0.00	168.13	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-1560	Fuel & lubricants				168.13	100.00%				
202532	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	279.83	0.00	0.00	0.00	279.83
P&R-ACCT#:1228 - LOCKOUT:08-30-23 FUEL C... Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
JAMES BATALLA (8/3/23)	NA		0.00	0.00	147.49	0.00	0.00	0.00	147.49	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
071-4454-1560	Fuels & Lubricants				147.49	100.00%				
202532	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	361.95	0.00	0.00	0.00	361.95
RUDY (08/4,7,9,15/23) Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
RUDY (08/4,7,9,15/23)	NA		0.00	0.00	361.95	0.00	0.00	0.00	361.95	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
071-4454-1560	Fuels & Lubricants				361.95	100.00%				
202532	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	139.91	0.00	0.00	0.00	139.91
JUAN MONTERO - (08/02,07,09/2023) Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
JUAN MONTERO - (08/02,07,09/2023)	NA		0.00	0.00	139.91	0.00	0.00	0.00	139.91	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4145-1560	Fuel & lubricants				139.91	100.00%				
202532	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	139.92	0.00	0.00	0.00	139.92
JUAN MONTERO - (08/02,07,09/2023) Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
JUAN MONTERO - (08/02,07,09/2023)	NA		0.00	0.00	139.92	0.00	0.00	0.00	139.92	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4300-1560	Fuel & lubricants				139.92	100.00%				
202541	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	1,463.22	0.00	0.00	0.00	1,463.22
PD-ACCT#:1280 LOCKOUT:08-30-23 FUEL CHA... Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CARLOS LIMON (08/1,8/2023)	NA		0.00	0.00	115.72	0.00	0.00	0.00	115.72	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				115.72	100.00%				
202541	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	82.05	0.00	0.00	0.00	82.05
CARLOS LIMON (08/5/23) Warr Bank Acct - Warrants Bank Account						No				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CARLOS LIMON (08/5/23)	NA		0.00	0.00	82.05	0.00	0.00	0.00	82.05	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				82.05	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MICHAEL CASH (8/3,5,11,14/23)	NA		0.00	0.00	340.45	0.00	0.00	0.00	340.45	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				340.45	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
OMAR RUIZ (8/5,6,9,11,13,14/23)	NA		0.00	0.00	270.83	0.00	0.00	0.00	270.83	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				270.83	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CHRISTOPHER OROZCO (8/14/23)	NA		0.00	0.00	73.80	0.00	0.00	0.00	73.80	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				73.80	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
JOSUE MERAZ (08/2,11/23)	NA		0.00	0.00	126.63	0.00	0.00	0.00	126.63	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				126.63	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
AIRPORT 2 (7/30 & 8/12/23)	NA		0.00	0.00	105.96	0.00	0.00	0.00	105.96	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				105.96	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MICHAEL KUH BANDER (08/8,15/23)	NA		0.00	0.00	151.91	0.00	0.00	0.00	151.91	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				151.91	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FRANK MEDINA (8/1,14/23)	NA		0.00	0.00	195.87	0.00	0.00	0.00	195.87	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1560	Fuel & lubricants				195.87	100.00%				

Vendor: ENG02 - ENGEL & GRAY, INC.							Vendor Total:			9,425.52
37X00003	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	9,425.52	0.00	0.00	0.00	9,425.52
WWTP-ACCT#:504827 -WASTE HANDLING FUEL.. Warr Bank Acct - Warrants Bank Account No										

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-WASTE HANDLING FUEL SURCHAR...	NA		0.00	0.00	9,425.52	0.00	0.00	0.00	9,425.52	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2150	Professional Services				9,425.52	100.00%				

Vendor: ERE01 - ER ELECTRIC & MECHANICAL							Vendor Total:			611.26
1318	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	287.50	0.00	0.00	0.00	287.50
WWTP-LABOR 08-14-23 Warr Bank Acct - Warrants Bank Account No										

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-LABOR 08-14-23	NA		0.00	0.00	287.50	0.00	0.00	0.00	287.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2150	Professional Services				287.50	100.00%				
1319	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	323.76	0.00	0.00	0.00	323.76
WWTP-LABOR 08-17-23 & FUSE 5AMP 125V	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-LABOR 08-17-23 & FUSE 5AMP 12...	NA		0.00	0.00	323.76	0.00	0.00	0.00	323.76	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2150	Professional Services				323.76	100.00%				

Vendor: EWI01 - EWING CORP.										Vendor Total:	465.71
20246609	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	149.73	0.00	0.00	0.00	149.73	
P&R-ORDER#:16682725 - GREN LID ONLY,PARK...	Warr Bank Acct - Warrants Bank Account				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
P&R-JUMBO GREN LID ONLY,PARKING PA...	NA		0.00	0.00	149.73	0.00	0.00	0.00	149.73		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
001-4300-1550	Operating Supplies & Exp.				149.73	100.00%					
20297794	Invoice	8/10/2023	8/10/2023	8/10/2023	8/10/2023	315.98	0.00	0.00	0.00	315.98	
PW-ACCT#:176462 - STREET SUPPLIES	Warr Bank Acct - Warrants Bank Account				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
PW-STREET SUPPLIES	NA		0.00	0.00	315.98	0.00	0.00	0.00	315.98		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
071-4454-1550	Operating Supplies & Exp.				315.98	100.00%					

Vendor: FED01 - FEDERAL EXPRESS CORP.										Vendor Total:	34.30
8-212-79779	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	34.30	0.00	0.00	0.00	34.30	
FIRE-ACCT#:1162-2661-8 GROUND CHARGES	Warr Bank Acct - Warrants Bank Account				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
FIRE-GROUND CHARGES	NA		0.00	0.00	34.30	0.00	0.00	0.00	34.30		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
001-4220-1200	Office Supplies & Postage				34.30	100.00%					

Vendor: FRO01 - FRONTIER COMMUNICATIONS										Vendor Total:	379.49
08282023	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	174.74	0.00	0.00	0.00	174.74	
P&R-ACCT#:805-343-0362-071975-5	Warr Bank Acct - Warrants Bank Account				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
P&R-ACCT#:805-343-0362-071975-5	NA		0.00	0.00	174.74	0.00	0.00	0.00	174.74		
Distributions											
Account Number	Account Name		Project Account Key		Amount	Percent					
001-4145-1150	Communications				174.74	100.00%					
08282023A	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	48.54	0.00	0.00	0.00	48.54	
P&R-ACCT#:805-343-5512-041588-5	Warr Bank Acct - Warrants Bank Account				No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-ACCT#:805-343-5512-041588-5	NA		0.00	0.00		48.54	0.00	0.00	0.00	48.54
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1150	Communications					48.54	100.00%			
08312023	Invoice	8/7/2023	8/7/2023	8/7/2023	8/7/2023	156.21	0.00	0.00	0.00	156.21
P&R-ACCT#:805-343-5713-061406-5			Warr Bank Acct - Warrants Bank Account		No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-ACCT#:805-343-5713-061406-5	NA		0.00	0.00		156.21	0.00	0.00	0.00	156.21
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1150	Communications					156.21	100.00%			

Vendor: GWA01 - GREAT WESTERN ALARM & COM										Vendor Total:	55.00
230801752101	Invoice	9/1/2023	9/1/2023	9/1/2023	9/1/2023	55.00	0.00	0.00	0.00	55.00	
WATER-ACCT#:GW-1396 303 OBISPO ST -FIRE ...			Warr Bank Acct - Warrants Bank Account		No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
FIRE SYSTEM MONITORING	NA		0.00	0.00		55.00	0.00	0.00	0.00	55.00	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
010-4420-2150	Professional Services					55.00	100.00%				

Vendor: GUA02 - GUADALUPE HARDWARE COMPAN										Vendor Total:	1,584.18
1116501	Invoice	8/30/2023	8/30/2023	8/30/2023	8/30/2023	2.18	0.00	0.00	0.00	2.18	
P&R-BUILDING-#12X1 HEX S/M/S Z			Warr Bank Acct - Warrants Bank Account		No						
Items											
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total	
P&R-BUILDING-#12X1 HEX S/M/S Z	NA		0.00	0.00		2.18	0.00	0.00	0.00	2.18	
Distributions											
Account Number	Account Name		Project Account Key			Amount	Percent				
001-4300-1550	Operating Supplies & Exp.					2.18	100.00%				

1116629	Invoice	6/13/2023	6/13/2023	6/13/2023	6/13/2023	3.23	0.00	0.00	0.00	3.23
P&R-BUILDING-MOUNT SQUARES 1"16PK			Warr Bank Acct - Warrants Bank Account		No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BUILDING-MOUNT SQUARES 1"16PK	NA		0.00	0.00		3.23	0.00	0.00	0.00	3.23
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1550	Operating Supplies & Exp.					3.23	100.00%			

1116701	Invoice	6/14/2023	6/14/2023	6/14/2023	6/14/2023	1.17	0.00	0.00	0.00	1.17
P&R-BUILDING-PTO LOCK PIN - 1/4"X2-1/4" R...			Warr Bank Acct - Warrants Bank Account		No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BUILDING-PTO LOCK PIN - 1/4"X2-1/4..	NA		0.00	0.00		1.17	0.00	0.00	0.00	1.17
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4300-1550	Operating Supplies & Exp.					1.17	100.00%			

1116955	Invoice	6/16/2023	6/16/2023	6/16/2023	6/16/2023	5.68	0.00	0.00	0.00	5.68
P&R-BUILDING-7X7 GAC 3/32			Warr Bank Acct - Warrants Bank Account		No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BUILDING-7X7 GAC 3/32	NA		0.00	0.00		5.68	0.00	0.00	0.00	5.68
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4300-1550	Operating Supplies & Exp.					5.68	100.00%			
1121879	Invoice	8/1/2023	8/1/2023	8/1/2023	8/1/2023	16.29	0.00	0.00	0.00	16.29
P&R-BUILDING-ATM BLADE FUSE DIAG KIT	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BUILDING-ATM BLADE FUSE DIAG KIT	NA		0.00	0.00		16.29	0.00	0.00	0.00	16.29
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1460	Vehicle Maintenance					16.29	100.00%			
1121994	Invoice	8/2/2023	8/2/2023	8/2/2023	8/2/2023	480.98	0.00	0.00	0.00	480.98
PW-STREETS-ASHPALT SQUEEGE/WITH HANDLE	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
PW-STREETS-ASHPALT SQUEEGE/WITH H...	NA		0.00	0.00		480.98	0.00	0.00	0.00	480.98
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
071-4454-1550	Operating Supplies & Exp.					480.98	100.00%			
1122011	Invoice	8/2/2023	8/2/2023	8/2/2023	8/2/2023	5.43	0.00	0.00	0.00	5.43
P&R-SCKT ADAPTER 3/8"X1/2"	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-SCKT ADAPTER 3/8"X1/2"	NA		0.00	0.00		5.43	0.00	0.00	0.00	5.43
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1550	Operating Supplies & Exp.					5.43	100.00%			
1122064	Invoice	8/3/2023	8/3/2023	8/3/2023	8/3/2023	22.80	0.00	0.00	0.00	22.80
PW-STREETS-MOTOR OIL 5W30 QT PNZ	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
PW-STREETS-MOTOR OIL 5W30 QT PNZ	NA		0.00	0.00		22.80	0.00	0.00	0.00	22.80
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
071-4454-1550	Operating Supplies & Exp.					22.80	100.00%			
1122070	Invoice	8/3/2023	8/3/2023	8/3/2023	8/3/2023	6.50	0.00	0.00	0.00	6.50
PW-BUILDING-SPRAY BOTTLE WHT 32OZ	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
PW-BUILDING-SPRAY BOTTLE WHT 32OZ	NA		0.00	0.00		6.50	0.00	0.00	0.00	6.50
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1550	Operating Supplies & Exp.					6.50	100.00%			
1122087	Invoice	8/3/2023	8/3/2023	8/3/2023	8/3/2023	20.43	0.00	0.00	0.00	20.43
PW-STREETS-1/4-20X3/4 SS SOC HD CAP	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
PW-STREETS-1/4-20X3/4 SS SOC HD CAP	NA		0.00	0.00		20.43	0.00	0.00	0.00	20.43
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
071-4454-1550	Operating Supplies & Exp.					20.43	100.00%			

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
1122205	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	39.14	0.00	0.00	0.00	39.14
P7R-BUILDING-VOLT TSTR NO-CNCT W/LITE		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P7R-BUILDING-VOLT TSTR NO-CNCT W/LI...	NA	0.00	0.00	39.14	0.00	0.00	0.00	39.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-1550	Operating Supplies & Exp.		39.14	100.00%

1122210	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	88.39	0.00	0.00	0.00	88.39
PW-STREETS-ANTI SLIP TAPE BK 4"X60'		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-ANTI SLIP TAPE BK 4"X60'	NA	0.00	0.00	88.39	0.00	0.00	0.00	88.39

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		88.39	100.00%

1122213	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	15.21	0.00	0.00	0.00	15.21
PW-STREETS-WD40 BIG BLAST 18OZ		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-WD40 BIG BLAST 18OZ	NA	0.00	0.00	15.21	0.00	0.00	0.00	15.21

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		15.21	100.00%

1122215	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	116.87	0.00	0.00	0.00	116.87
PW-STREETS-BR HYDRANT 1-1/2" FNSTX2'MN...		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-BR HYDRANT 1-1/2" FNSTX2'...	NA	0.00	0.00	116.87	0.00	0.00	0.00	116.87

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		116.87	100.00%

1122295	Invoice	8/4/2023	8/4/2023	8/4/2023	8/4/2023	21.52	0.00	0.00	0.00	21.52
P&R-BUILDING-ENTRY KNOBS PB 1-3/4"		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-BUILDING-ENTRY KNOBS PB 1-3/4"	NA	0.00	0.00	21.52	0.00	0.00	0.00	21.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-1550	Operating Supplies & Exp.		21.52	100.00%

1122339	Invoice	8/5/2023	8/5/2023	8/5/2023	8/5/2023	9.77	0.00	0.00	0.00	9.77
P&R-BUILDING- 5" 40LB BLACK CABLE TIES		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-BUILDING- 5" 40LB BLACK CABLE TIES	NA	0.00	0.00	9.77	0.00	0.00	0.00	9.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4300-1550	Operating Supplies & Exp.		9.77	100.00%

1122493	Invoice	8/7/2023	8/7/2023	8/7/2023	8/7/2023	99.98	0.00	0.00	0.00	99.98
PW-STREETS-CAUTION TAPE 3" X1000'L		Warr Bank Acct - Warrants Bank Account			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-CAUTION TAPE 3" X1000'L	NA		0.00	0.00	99.98	0.00	0.00	0.00	99.98	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				99.98	100.00%				
1122675	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	11.06	0.00	0.00	0.00	11.06
P&R-BUILDING-SNAP BOLT RNDEYE4-1/2"	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-BUILDING-SNAP BOLT RNDEYE4-1/2"	NA		0.00	0.00	11.06	0.00	0.00	0.00	11.06	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				11.06	100.00%				
1122723	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	47.83	0.00	0.00	0.00	47.83
PW-BUILDING-FACE SHLD RTCHT BLK/CLR	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-BUILDING-FACE SHLD RTCHT BLK/CLR	NA		0.00	0.00	47.83	0.00	0.00	0.00	47.83	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4300-1550	Operating Supplies & Exp.				47.83	100.00%				
1122774	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	2.83	0.00	0.00	0.00	2.83
WWTP-3/8-16X3 1/2 HEX BOLT GR 5 Z	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WWTP-3/8-16X3 1/2 HEX BOLT GR 5 Z	NA		0.00	0.00	2.83	0.00	0.00	0.00	2.83	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
012-4425-1550	Operating Supplies & Exp.				2.83	100.00%				
1122775	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	25.26	0.00	0.00	0.00	25.26
PW-RUDY-WD40 BIG BLAST 18OZ	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-RUDY-WD40 BIG BLAST 18OZ	NA		0.00	0.00	25.26	0.00	0.00	0.00	25.26	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				25.26	100.00%				
1122838	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	13.68	0.00	0.00	0.00	13.68
P&R-BUILDING- HVY BARREL BOLT ZN PLT 4"	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-BUILDING- HVY BARREL BOLT ZN PLT ...	NA		0.00	0.00	13.68	0.00	0.00	0.00	13.68	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				13.68	100.00%				
1122917	Invoice	8/10/2023	8/10/2023	8/10/2023	8/10/2023	76.09	0.00	0.00	0.00	76.09
PW-STREETS-HS ARB LG 3/8" PULL BACK	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-HS ARB LG 3/8" PULL BACK	NA		0.00	0.00	76.09	0.00	0.00	0.00	76.09	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				76.09	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
1122963	Invoice	8/10/2023	8/10/2023	8/10/2023	8/10/2023	10.73	0.00	0.00	0.00	10.73
PW-STREETS-3PC IMPACT ADAPTER SET		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-3PC IMPACT ADAPTER SET	NA	0.00	0.00	10.73	0.00	0.00	0.00	10.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		10.73	100.00%

1123061	Invoice	8/11/2023	8/11/2023	8/11/2023	8/11/2023	18.79	0.00	0.00	0.00	18.79
PW-STREETS-1/2 SHORT SCH 80 PVC NIPPLE		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-1/2 SHORT SCH 80 PVC NIPP...	NA	0.00	0.00	18.79	0.00	0.00	0.00	18.79

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		18.79	100.00%

1123240	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	37.30	0.00	0.00	0.00	37.30
PW-STREETS-3/4 PVC CAP FPT SCH40		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-3/4 PVC CAP FPT SCH40	NA	0.00	0.00	37.30	0.00	0.00	0.00	37.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		37.30	100.00%

1123241	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	56.50	0.00	0.00	0.00	56.50
PW-STREETS-TRASH BAGS DRWG 33G 48PK		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-TRASH BAGS DRWG 33G 48PK	NA	0.00	0.00	56.50	0.00	0.00	0.00	56.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		56.50	100.00%

1123318	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	10.53	0.00	0.00	0.00	10.53
PW-STREETS-3/8X2 LAG BOLT HDG		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-3/8X2 LAG BOLT HDG	NA	0.00	0.00	10.53	0.00	0.00	0.00	10.53

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		10.53	100.00%

1123319	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	82.25	0.00	0.00	0.00	82.25
PW-STREETS-5PK FLEECE DUST BAGS 12 GAL		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW-STREETS-5PK FLEECE DUST BAGS 12 G...	NA	0.00	0.00	82.25	0.00	0.00	0.00	82.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1550	Operating Supplies & Exp.		82.25	100.00%

1123401	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	51.09	0.00	0.00	0.00	51.09
WATER-DIGGIN BAR 72"		Warr Bank Acct - Warrants Bank Account			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-DIGGIN BAR 72"	NA		0.00	0.00	51.09	0.00	0.00	0.00	51.09	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				51.09	100.00%				
1123403	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	16.29	0.00	0.00	0.00	16.29
P&R-BUILDING A - MOTOR OIL 5W30 QT PNZ	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-BUILDING A - MOTOR OIL 5W30 QT ...	NA		0.00	0.00	16.29	0.00	0.00	0.00	16.29	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-1560	Fuel & lubricants				16.29	100.00%				
1123419	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	91.22	0.00	0.00	0.00	91.22
PW-STREETS - CEMENT ANCHOR ROCKITE5#	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS - CEMENT ANCHOR ROCKITE...	NA		0.00	0.00	91.22	0.00	0.00	0.00	91.22	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				91.22	100.00%				
1123527	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	34.77	0.00	0.00	0.00	34.77
WATER-MECHANIC GLOVE BLK/GRY L	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-MECHANIC GLOVE BLK/GRY L	NA		0.00	0.00	34.77	0.00	0.00	0.00	34.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				34.77	100.00%				
1123627	Invoice	8/17/2023	8/17/2023	8/17/2023	8/17/2023	9.09	0.00	0.00	0.00	9.09
PW-STREETS-3/4XCLOSE SCH 80 PVC NIPPLE	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-3/4XCLOSE SCH 80 PVC NIPP...	NA		0.00	0.00	9.09	0.00	0.00	0.00	9.09	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				9.09	100.00%				
1123658	Invoice	8/17/2023	8/17/2023	8/17/2023	8/17/2023	24.41	0.00	0.00	0.00	24.41
PW-STREETS - POST LEVEL PLASTIC 9"	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS - POST LEVEL PLASTIC 9"	NA		0.00	0.00	24.41	0.00	0.00	0.00	24.41	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				24.41	100.00%				
1123697	Invoice	8/17/2023	8/17/2023	8/17/2023	8/17/2023	1.08	0.00	0.00	0.00	1.08
P&R-BUILDING- SMALL FUNNEL 8OZ GRAY	Warr Bank Acct - Warrants Bank Account				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-BUILDING- SMALL FUNNEL 8OZ GRAY	NA		0.00	0.00	1.08	0.00	0.00	0.00	1.08	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				1.08	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
1123699	Invoice	8/17/2023	8/17/2023	8/17/2023	8/17/2023	7.81	0.00	0.00	0.00	7.81
FINANCE-STAPLE COAXL WH 1/4"CD25		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FINANCE-STAPLE COAXL WH 1/4"CD25	NA	0.00	0.00	7.81	0.00	0.00	0.00	7.81

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4120-1550	Operating Supplies & Exp.		7.81	100.00%

Vendor: [HDL01 - HINDERLITER DE LLAMAS & A](#)

Vendor Total: 2,000.00

SIN030615	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	2,000.00	0.00	0.00	0.00	2,000.00
ADM-CANNABIS MANAGEMENT SERVICES - JU...		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-CANNABIS MANAGEMENT SERVICES ..	NA	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-HEMP-2150	Profl Services		2,000.00	100.00%

Vendor: [ICO01 - ICONIX WATERWORKS \(US\) IN](#)

Vendor Total: 1,347.57

U2316023356	Invoice	6/14/2023	6/14/2023	6/14/2023	6/14/2023	1,004.12	0.00	0.00	0.00	1,004.12
WATER- WATER SERVICE LINE FITTING		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER- WATER SERVICE LINE FITTING	NA	0.00	0.00	1,004.12	0.00	0.00	0.00	1,004.12

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-1550	Operating Supplies & Exp.		1,004.12	100.00%

U2316033714	Invoice	8/14/2023	8/14/2023	8/14/2023	8/14/2023	343.45	0.00	0.00	0.00	343.45
WATER-FL30 FIBERLYTE LID WATER		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER-FL30 FIBERLYTE LID WATER	NA	0.00	0.00	343.45	0.00	0.00	0.00	343.45

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-1550	Operating Supplies & Exp.		343.45	100.00%

Vendor: [ITE01 - ITECH SOLUTIONS](#)

Vendor Total: 995.06

12327	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	995.06	0.00	0.00	0.00	995.06
ADM-NETWORK PROBLEMS		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-NETWORK PROBLEMS	NA	0.00	0.00	995.06	0.00	0.00	0.00	995.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-2151	Information Technology Svs		995.06	100.00%

Vendor: [J&M01 - JONES & MAYER](#)

Vendor Total: 941.50

117489	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	941.50	0.00	0.00	0.00	941.50
ADM-LEGAL SERVICES - REQUEST FUNDS REPL...		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-LEGAL SERVICES - REQUEST FUNDS ...	NA	0.00	0.00	941.50	0.00	0.00	0.00	941.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4110-2150	Professional services		941.50	100.00%

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [JBM01 - JUAN BRIBIESCA ALCALA](#) Vendor Total: 105.00

08	Invoice	8/11/2023	8/11/2023	8/11/2023	8/11/2023	105.00	0.00	0.00	0.00	105.00
PD-WASH AND DETAIL		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIT 15-01, CHEVY TAHOE, 2014 FORD ES...	NA	0.00	0.00	105.00	0.00	0.00	0.00	105.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-2150	Professional services		105.00	100.00%

Vendor: [M&W01 - M & W PUMPS, INC.](#) Vendor Total: 860.00

15006	Invoice	8/3/2023	8/3/2023	8/3/2023	8/3/2023	860.00	0.00	0.00	0.00	860.00
WATER-SWAP MOTORS PER JAIME - 4330 W ...		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER-SWAP MOTORS PER JAIME - 4330...	NA	0.00	0.00	860.00	0.00	0.00	0.00	860.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-2150	Professional Services		860.00	100.00%

Vendor: [NOB02 - NOBLE SAW INC.](#) Vendor Total: 576.36

587622	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	576.36	0.00	0.00	0.00	576.36
P&R-BLOWER - ARPA RECREATIONAL FUNDS		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-BLOWER - ARPA RECREATIONAL FUN...	NA	0.00	0.00	576.36	0.00	0.00	0.00	576.36

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4300-1550	Operating Supplies & Exp.		576.36	100.00%

Vendor: [PER02 - PERRY'S ELECTRIC MOTORS I](#) Vendor Total: 2,047.61

27017	Invoice	8/1/2023	8/1/2023	8/1/2023	8/1/2023	2,047.61	0.00	0.00	0.00	2,047.61
WWTP-JOB#:87326 - NO NAME PLATE-CHICA...		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP-NO NAME PLATE-CHICAGO PUMP	NA	0.00	0.00	2,047.61	0.00	0.00	0.00	2,047.61

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1400	Equipment Maintenance		2,047.61	100.00%

Vendor: [POL02 - POLYDYNE INC.](#) Vendor Total: 4,271.63

1759501	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	4,271.63	0.00	0.00	0.00	4,271.63
WWTP-CLARIFLOC WE-1289		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WWTP-CUST#:105755 - CLARIFLOC WE-12...	NA	0.00	0.00	4,271.63	0.00	0.00	0.00	4,271.63

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1550	Operating Supplies & Exp.		4,271.63	100.00%

Vendor: [POC01 - PROTERRA OPERATING COMPANY, INC.](#) Vendor Total: 217,528.59

1064700	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	217,528.59	0.00	0.00	0.00	217,528.59
FINANCE-CUST#:198016 ELECTRIC BUS		Warr Bank Acct - Warrants Bank Account			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code					On Hold				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FINANCE-CUST#:198016 ELECTRIC BUS	NA	0.00	0.00	217,528.59	0.00	0.00	0.00	217,528.59		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
089-4444-3044	Financial Accounting Software (089-1...	089-104-4000	217,528.59	100.00%						

Vendor: QUA01 - QUADIENT FINANCE USA, INC										Vendor Total:	336.28
11682300	Invoice	7/25/2023	7/25/2023	7/25/2023	7/25/2023	336.28	0.00	0.00	0.00	336.28	
FINANCE-ACCT#:7900011057551361	POSTAGE	Warr Bank Acct - Warrants Bank Account	No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FINANCE-ACCT#:7900011057551361 POS...	NA	0.00	0.00	168.14	0.00	0.00	0.00	168.14		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
010-4420-1200	Office Supplies & Postage		168.14	100.00%						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FINANCE-ACCT#:7900011057551361 POS...	NA	0.00	0.00	168.14	0.00	0.00	0.00	168.14		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
012-4425-1200	Office Supplies & Postage		168.14	100.00%						

Vendor: QUA04 - QUADIENT LEASING USA, INC										Vendor Total:	1,531.95
N10072883	Invoice	8/29/2023	8/29/2023	8/29/2023	8/29/2023	1,531.95	0.00	0.00	0.00	1,531.95	
FINANCE-LEASE JUNE 17-SEPT 16,2023		Warr Bank Acct - Warrants Bank Account	No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FINANCE-LEASE JUNE 17-SEPT 16,2023	NA	0.00	0.00	765.97	0.00	0.00	0.00	765.97		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
010-4420-4150	Lease Purchase		765.97	100.00%						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
FINANCE-LEASE JUNE 17-SEPT 16,2023	NA	0.00	0.00	765.98	0.00	0.00	0.00	765.98		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
012-4425-4150	Lease Purchase		765.98	100.00%						

Vendor: QUI01 - QUILL CORPORATION										Vendor Total:	18.25
33827667	Invoice	8/2/2023	8/2/2023	8/2/2023	8/2/2023	18.25	0.00	0.00	0.00	18.25	
ADM-ACCT#:1033042 OFFICE SUPPLIES - ADMI...		Warr Bank Acct - Warrants Bank Account	No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ADM-ACCT#:1033042 OFFICE SUPPLIES - ...	NA	0.00	0.00	18.25	0.00	0.00	0.00	18.25		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4105-1200	Office Supplies & Postage		18.25	100.00%						

Vendor: SAN49 - SANTA MARIA GLASS & MIRRO										Vendor Total:	619.63
58015	Invoice	6/7/2023	6/7/2023	6/7/2023	6/7/2023	313.08	0.00	0.00	0.00	313.08	
P&R-BROKEN GYM WINDOW		Warr Bank Acct - Warrants Bank Account	No								

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BROKEN GYM WINDOW	NA		0.00	0.00		313.08	0.00	0.00	0.00	313.08
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-2150	Professional Services					313.08	100.00%			
58016	Invoice	7/11/2023	7/11/2023	7/11/2023	7/11/2023	306.55	0.00	0.00	0.00	306.55
P&R-BROKEN GYM WINDOW		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-BROKEN GYM WINDOW	NA		0.00	0.00		306.55	0.00	0.00	0.00	306.55
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-2150	Professional Services					306.55	100.00%			

Vendor: [SAN02 - SANTA MARIA TIRE CORP](#) **Vendor Total:** 719.68

157950	Invoice	8/8/2023	8/8/2023	8/8/2023	8/8/2023	719.68	0.00	0.00	0.00	719.68
PD-AIRPORT UNIT MODEL:17-02 FORD LICENSE...		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
EAGLE RSA 103Y	NA		0.00	0.00		719.68	0.00	0.00	0.00	719.68
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4200-1460	Vehicle Maintenance					719.68	100.00%			

Vendor: [SIG01 - SIGNS OF SUCCESS INC.](#) **Vendor Total:** 28.28

74000	Invoice	6/20/2023	6/20/2023	6/20/2023	6/20/2023	28.28	0.00	0.00	0.00	28.28
ADM/FIRE - AED BOXES DECALS		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM/FIRE - AED BOXES DECALS	NA		0.00	0.00		28.28	0.00	0.00	0.00	28.28
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1550	Operating Supplies & Exp.					28.28	100.00%			

Vendor: [TYL01 - TYLER TECHNOLOGIES,INC.](#) **Vendor Total:** 367.50

025-434446	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	315.00	0.00	0.00	0.00	315.00
FINANCE- GRAY BULLIS 08-01-23		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
FINANCE- GRAY BULLIS 08-01-23	NA		0.00	0.00		315.00	0.00	0.00	0.00	315.00
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
089-4444-3044	Financial Accounting Software (089-1...		089-104-4000			315.00	100.00%			

025-436030	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	52.50	0.00	0.00	0.00	52.50
FINANCE-CUST#:53962 GRAY BULLIS 08-08-23		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
FINANCE-CUST#:53962 GRAY BULLIS 08-08..	NA		0.00	0.00		52.50	0.00	0.00	0.00	52.50
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
089-4444-3044	Financial Accounting Software (089-1...		089-104-4000			52.50	100.00%			

Vendor: [USB04 - U.S. BANK CORPORATE PAYME](#) **Vendor Total:** 2,533.07

030298873	Invoice	7/18/2023	7/18/2023	7/18/2023	7/18/2023	279.50	0.00	0.00	0.00	279.50
PD-POLICE EQUIPMENT-POLICE PANTS		Warr Bank Acct - Warrants Bank Account			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MICHAEL CASH	NA		0.00	0.00	279.50	0.00	0.00	0.00	279.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-0450	Other Benefits				279.50	100.00%				
132010514	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	137.75	0.00	0.00	0.00	137.75
FIRE-HAMPTON HILTON-HEMET, CA - PATRICK ... Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FIRE-HAMPTON HILTON-HEMET, CA - PAT...	NA		0.00	0.00	137.75	0.00	0.00	0.00	137.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4220-1550	Operating Supplies & Exp.				137.75	100.00%				
200026100	Invoice	7/28/2023	7/28/2023	7/28/2023	7/28/2023	210.00	0.00	0.00	0.00	210.00
CACEO - JOSUE MERAZ CODE ENFORCEMENT ... Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CACEO - JOSUE MERAZ CODE ENFORCEM...	NA		0.00	0.00	210.00	0.00	0.00	0.00	210.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1300	Business Expense/Training				210.00	100.00%				
218967621	Invoice	8/11/2023	8/11/2023	8/11/2023	8/11/2023	5.24	0.00	0.00	0.00	5.24
FIRE-SUPER WALMART-2 PACK SHOP TOWL Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FIRE-SUPER WALMART-2 PACK SHOP TOWL	NA		0.00	0.00	5.24	0.00	0.00	0.00	5.24	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1300	Business Expense/Training				5.24	100.00%				
2851010370	Invoice	7/29/2023	7/29/2023	7/29/2023	7/29/2023	119.61	0.00	0.00	0.00	119.61
PD-COSTCO - AMP DIGITAL JUMP STARTER Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD-COSTCO - AMP DIGITAL JUMP STARTER	NA		0.00	0.00	119.61	0.00	0.00	0.00	119.61	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1550	Operating Supplies & Exp.				119.61	100.00%				
628000298	Invoice	7/30/2023	7/30/2023	7/30/2023	7/30/2023	26.17	0.00	0.00	0.00	26.17
FIRE-HABIT BURGER GRILL - HEMET,CA Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FIRE-HABIT BURGER GRILL - HEMET,CA	NA		0.00	0.00	26.17	0.00	0.00	0.00	26.17	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4220-1300	Business Expense/Training				26.17	100.00%				
640062005	Invoice	7/10/2023	7/10/2023	7/10/2023	7/10/2023	788.85	0.00	0.00	0.00	788.85
PD-COURTYARD - MORGAN HILL- FIREARMS T... Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CHRITOPHER OROZCO	NA		0.00	0.00	788.85	0.00	0.00	0.00	788.85	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4200-1300	Business Expense/Training				788.85	100.00%				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
7475729999	Invoice	7/21/2023	7/21/2023	7/21/2023	7/21/2023	965.95	0.00	0.00	0.00	965.95
PD-COURTYARD-MORGAN HILL - FIREARMS TR... Warr Bank Acct - Warrants Bank Account					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CHRISTOPHER OROZCO	NA	0.00	0.00	965.95	0.00	0.00	0.00	965.95

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-1300	Business Expense/Training		965.95	100.00%

Vendor: [USA01 - U.S.A. BLUEBOOK INC.](#)

Vendor Total: 4,460.29

INV00108789	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	4,460.29	0.00	0.00	0.00	4,460.29
WWTP-CUST#:322222 - A16: SPECIAL Warr Bank Acct - Warrants Bank Account					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SPARE MOTOR	NA	0.00	0.00	4,460.29	0.00	0.00	0.00	4,460.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1500	Equipment Replacement		4,460.29	100.00%

Vendor: [ULT01 - ULTREX](#)

Vendor Total: 325.00

3860211	Invoice	8/28/2023	8/28/2023	8/28/2023	8/28/2023	325.00	0.00	0.00	0.00	325.00
FINANCE-ONE ROOM TO ANOTHER IN THE SA... Warr Bank Acct - Warrants Bank Account					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
MOVING COPY MACHINE	NA	0.00	0.00	325.00	0.00	0.00	0.00	325.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4120-1550	Operating Supplies & Exp.		325.00	100.00%

Vendor: [VRC01 - VITAL RECORDS CONTROL](#)

Vendor Total: 95.00

3668329SBP1	Invoice	7/31/2023	7/31/2023	7/31/2023	7/31/2023	95.00	0.00	0.00	0.00	95.00
ADM-SHREDDING - MONTHLY SERVICE FEE Warr Bank Acct - Warrants Bank Account					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD	NA	0.00	0.00	23.75	0.00	0.00	0.00	23.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-2150	Professional services		23.75	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM	NA	0.00	0.00	23.75	0.00	0.00	0.00	23.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4105-2150	Professional Services		23.75	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FINANCE	NA	0.00	0.00	23.75	0.00	0.00	0.00	23.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4120-2150	Professional services		23.75	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BUILDING	NA	0.00	0.00	23.75	0.00	0.00	0.00	23.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4405-2150	Professional Services		23.75	100.00%

Vendor: [WML01 - W.M. LYLES CO](#)

Vendor Total: 73.37

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
083023	Invoice	8/30/2023	8/30/2023	8/30/2023	8/30/2023	73.37	0.00	0.00	0.00	73.37
FINANCE-CHECK REQUEST-REIMBURSEMENT										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
OVERPAYMENT BUSINESS LICENSE RENE...	NA	0.00	0.00	73.37	0.00	0.00	0.00	73.37

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-2259	Business License Ovrpmt		73.37	100.00%

Vendor: [WELO1 - WELLS FARGO VENDOR FINANC](#)

Vendor Total: 1,944.09

5025825856	Invoice	7/7/2023	7/7/2023	7/7/2023	7/7/2023	1,155.38	0.00	0.00	0.00	1,155.38
ADM-COPY MACHINE LEASE PAYMENT										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PAYMENT PLUS PROPERTY TAX-JULY 2023	NA	0.00	0.00	1,155.38	0.00	0.00	0.00	1,155.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-4150	Lease Purchase		1,155.38	100.00%

5025825857	Invoice	7/7/2023	7/7/2023	7/7/2023	7/7/2023	61.13	0.00	0.00	0.00	61.13
ADM-FIRE DEPT COPY MACHINE-LEASE PAYM...										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-FIRE DEPT COPY MACHINE-LEASE PA...	NA	0.00	0.00	61.13	0.00	0.00	0.00	61.13

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-4150	Lease Purchase		61.13	100.00%

5026217559	Invoice	8/5/2023	8/5/2023	8/5/2023	8/5/2023	666.45	0.00	0.00	0.00	666.45
ADM-COPY MACHINES LEASE PAYMENT AUG 2...										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COPY MACHINES LEASE PAYMENT A...	NA	0.00	0.00	666.45	0.00	0.00	0.00	666.45

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-4150	Lease Purchase		666.45	100.00%

5026217560	Invoice	8/5/2023	8/5/2023	8/5/2023	8/5/2023	61.13	0.00	0.00	0.00	61.13
ADM-FIRE DEPT COPY MACHINE LEASE PAYME...										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AUGUST 2023	NA	0.00	0.00	61.13	0.00	0.00	0.00	61.13

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4140-4150	Lease Purchase		61.13	100.00%

Vendor: [WIL03 - WILLDAN FINANCIAL SERVICE](#)

Vendor Total: 5,070.00

010-55671	Invoice	8/16/2023	8/16/2023	8/16/2023	8/16/2023	5,070.00	0.00	0.00	0.00	5,070.00
PD-PS IMPACT FEE NEXUS STUDY FOR THE CITY...										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PROFESSIONAL SERVICES RENDERED THR...	NA	0.00	0.00	5,070.00	0.00	0.00	0.00	5,070.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
042-4210-2350	Services by other Agencies		5,070.00	100.00%

Vendor: [Y&K01 - Y & K MARKET](#)

Vendor Total: 49.61

083023	Invoice	8/30/2023	8/30/2023	8/30/2023	8/30/2023	49.61	0.00	0.00	0.00	49.61
FINANCE-CHECK REQUEST - REIMBURSEMENT ...										
		Bank Code	Warr Bank Acct - Warrants Bank Account		On Hold	No				

Payable Register

Packet: APPKT00076 - 09.12.23 BIWEEKLY RUN

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FINANCE-CHECK REQUEST - REIMBURSEM...	NA		0.00	0.00	49.61	0.00	0.00	0.00	49.61	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
001-2259	Business License Ovrpmt				49.61	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	126	345,929.70	0.00	0.00	0.00	345,929.70	0.00	345,929.70
Grand Total:		345,929.70	0.00	0.00	0.00	345,929.70	0.00	345,929.70

Project Summary

Project Number	Project Name	Count	Account Key	Account Name	Amount
089-104	Financial Accounting Softwar...	3	089-104-4000	Total Expenditures	217,896.09
Project 089-104 Total:					217,896.09
Grand Total:					217,896.09

Account Summary

Account	Name	Amount
001-2259	Business License Ovrpmt	122.98
001-4105-1200	Office Supplies & Postage	18.25
001-4105-2150	Professional Services	23.75
001-4110-2150	Professional services	941.50
001-4120-1550	Operating Supplies & Exp.	332.81
001-4120-2150	Professional services	715.53
001-4140-1550	Operating Supplies & Exp.	131.59
001-4140-2151	Information Technology Svs	995.06
001-4140-4150	Lease Purchase	1,944.09
001-4145-1150	Communications	1,342.47
001-4145-1460	Vehicle Maintenance	16.29
001-4145-1550	Operating Supplies & Exp.	1,162.66
001-4145-1560	Fuel & lubricants	156.20
001-4145-2150	Professional Services	769.09
001-4200-0450	Other Benefits	279.50
001-4200-1200	Office Supplies & Postage	92.65
001-4200-1300	Business Expense/Training	1,970.04
001-4200-1460	Vehicle Maintenance	719.68
001-4200-1550	Operating Supplies & Exp.	165.62
001-4200-1560	Fuel & lubricants	1,463.22
001-4200-2150	Professional services	128.75
001-4200-2350	Services by other Agencies	5,370.22
001-4220-1200	Office Supplies & Postage	34.30
001-4220-1300	Business Expense/Training	26.17
001-4220-1550	Operating Supplies & Exp.	137.75
001-4220-1560	Fuels and Lubricants	293.54
001-4220-2150	Professional Services	1,475.00
001-4220-2350	Services by other Agencies	2,013.09
001-4300-1550	Operating Supplies & Exp.	792.72
001-4300-1560	Fuel & lubricants	139.92
001-4300-2150	Professional services	2,225.40
001-4405-2150	Professional Services	23.75
001-HEMP-2150	Profl Services	2,000.00
Total:		28,023.59

Account	Name	Amount
010-4420-1200	Office Supplies & Postage	168.14
010-4420-1550	Operating Supplies & Exp.	1,433.43
010-4420-1553	State Water	46,514.41
010-4420-1560	Fuel & lubricants	156.63
010-4420-2150	Professional Services	1,237.12
010-4420-4150	Lease Purchase	765.97
Total:		50,275.70

Account	Name	Amount
012-4425-1200	Office Supplies & Postage	276.86
012-4425-1400	Equipment Maintenance	2,345.13
012-4425-1500	Equipment Replacement	4,705.06
012-4425-1550	Operating Supplies & Exp.	4,726.74
012-4425-1560	Fuel & lubricants	168.13
012-4425-2150	Professional Services	12,999.67
012-4425-2200	Equipment Rental	155.25
012-4425-4150	Lease Purchase	765.98
Total:		26,142.82

Account Summary

Account	Name	Amount
023-4461-1550	Operating Supplies & Exp.	454.02
Total:		454.02

Account	Name	Amount
028-4502-2250	Property Rental	15,000.00
Total:		15,000.00

Account	Name	Amount
042-4210-2350	Services by other Agencies	5,070.00
Total:		5,070.00

Account	Name	Amount
063-4472-2150	Professional services	871.00
Total:		871.00

Account	Name	Amount
071-4454-1550	Operating Supplies & Exp.	1,668.04
071-4454-1560	Fuels & Lubricants	509.44
071-4454-2150	Professional Services	19.00
Total:		2,196.48

Account	Name	Amount
089-4444-3044	Financial Accounting Software (089-104)	217,896.09
Total:		217,896.09

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: BIL01 - BILL SCOTT CONSULTANT										Vendor Total: 6,417.50
021	Invoice	9/1/2023	9/1/2023	9/1/2023	9/1/2023	6,417.50	0.00	0.00	0.00	6,417.50
ADM-PLANNING SERVICES FOR AUGUST 2023		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PLANNING SERVICES	NA	0.00	0.00	595.00	0.00	0.00	0.00	595.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4405-2150	Professional Services		595.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ZONING CLEARANCE	NA	0.00	0.00	850.00	0.00	0.00	0.00	850.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4405-2150	Professional Services		850.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ELEMENT	NA	0.00	0.00	425.00	0.00	0.00	0.00	425.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-2081	Element 7		425.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CENTRAL COAST PROCESSING	NA	0.00	0.00	170.00	0.00	0.00	0.00	170.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-2080	CENTRAL COAST PROCESSING		170.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ROOT ONE DISPENSARY	NA	0.00	0.00	1,742.50	0.00	0.00	0.00	1,742.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-2069	Root One		1,742.50	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ALVAREZ 11TH ST LLA	NA	0.00	0.00	170.00	0.00	0.00	0.00	170.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-2058	Alvarez Lot Line Adjustment - 11th St...		170.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CRANDALL APARTMENTS	NA	0.00	0.00	2,465.00	0.00	0.00	0.00	2,465.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-20CR	CRANDALL 12th ST. APARTMENTS		2,465.00	100.00%

Vendor: BRA02 - THOMAS BRADEBERRY										Vendor Total: 6,256.65
7	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	6,256.65	0.00	0.00	0.00	6,256.65
ADM-ROYAL THEATER PROJECT-GRANT MANAGEMENT AUG 23		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-ROYAL THEATER PROJECT-GRANT MANAGEMENT AUG 23	NA	0.00	0.00	6,256.65	0.00	0.00	0.00	6,256.65

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
079-4542-2164	General Admin		6,256.65	100.00%

Vendor: BVI01 - BELLA VISTA INVESTIGATIVE SERVICES										Vendor Total: 1,800.00
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Payable Register

Packet: APPKT00085 - 09.12.23 BIWEEKLY RUN PT.2

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
23015	Invoice	8/25/2023	8/25/2023	8/25/2023	8/25/2023	1,800.00	0.00	0.00	0.00	1,800.00
PD-ENTRY LEVEL POLICE OFFICER BACKGROUND INVEST					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ROBERT LEE NYVOLD	NA	0.00	0.00	1,800.00	0.00	0.00	0.00	1,800.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-2150	Professional services		1,800.00	100.00%

Vendor: [CHA03 - CHARTER COMMUNICATIONS](#)

Vendor Total: 17.57

119116501082223	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	17.57	0.00	0.00	0.00	17.57
P&R-ACCT#:119116501					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
P&R-ACCT#:119116501	NA	0.00	0.00	17.57	0.00	0.00	0.00	17.57

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-1150	Communications		17.57	100.00%

Vendor: [CIT14 - CITY OF SANTA MARIA - FINANCE DIVISION](#)

Vendor Total: 60.00

93813	Invoice	8/15/2023	8/15/2023	8/15/2023	8/15/2023	60.00	0.00	0.00	0.00	60.00
P&R- LANDFILL BILLING JULY 2023					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LANDFILL BILLING JULY 2023	NA	0.00	0.00	60.00	0.00	0.00	0.00	60.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4300-2150	Professional services		60.00	100.00%

Vendor: [CLA01 - CLARK PEST CONTROL OF STO](#)

Vendor Total: 2,880.00

33885099	Invoice	7/18/2023	7/18/2023	7/18/2023	7/18/2023	2,880.00	0.00	0.00	0.00	2,880.00
P&R-EXCLUSION SERVICE					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ARPA RECREATIONAL PROGRAM FUNDS	NA	0.00	0.00	2,880.00	0.00	0.00	0.00	2,880.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-2150	Professional Services		2,880.00	100.00%

Vendor: [ERN01 - ERNEST PACKAGING SOLUTION](#)

Vendor Total: 664.99

90805923	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	664.99	0.00	0.00	0.00	664.99
P&R-TT US 4056-2-PLY 9" X1000' STOCK					Warr Bank Acct - Warrants Bank Account	No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
JANITORIAL AND JANITORIAL CITY FACILITITES RESTOCK	NA	0.00	0.00	664.99	0.00	0.00	0.00	664.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4145-1550	Operating Supplies & Exp.		664.99	100.00%

Vendor: [GUA02 - GUADALUPE HARDWARE COMPAN](#)

Vendor Total: 1,564.95

1124016	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	140.83	0.00	0.00	0.00	140.83
PW-STREETS-1.5"X25' ORANGE FIRE HOSE W/					Warr Bank Acct - Warrants Bank Account	No				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code					On Hold				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW-STREETS-1.5"X25' ORANGE FIRE HOSE W/	NA	0.00	0.00	140.83	0.00	0.00	0.00	140.83		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				140.83	100.00%				
1124094	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	16.38	0.00	0.00	0.00	16.38
WATER-780 1/4PT CLEAR PVC GLUE	Warr Bank Acct - Warrants Bank Account					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
MATERIALS FOR REPAIR	NA	0.00	0.00	16.38	0.00	0.00	0.00	16.38		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				16.38	100.00%				
1124112	Invoice	8/21/2023	8/21/2023	8/21/2023	8/21/2023	11.38	0.00	0.00	0.00	11.38
P&R-BUILDING-3/4X520 WHITE TEFLON TAPE	Warr Bank Acct - Warrants Bank Account					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
P&R-BUILDING-3/4X520 WHITE TEFLON TAPE	NA	0.00	0.00	11.38	0.00	0.00	0.00	11.38		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4300-1550	Operating Supplies & Exp.				11.38	100.00%				
1124167	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	24.47	0.00	0.00	0.00	24.47
P&R-BUILDING-10 PC SAWZAIL BLADE GP SET	Warr Bank Acct - Warrants Bank Account					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
EQUIPMENT NEEDED TO CUT SHELF OUT OF THE WALL	NA	0.00	0.00	24.47	0.00	0.00	0.00	24.47		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				24.47	100.00%				
1124178	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	12.23	0.00	0.00	0.00	12.23
WATER-M-GRN SOLID FRNT MESH BACK	Warr Bank Acct - Warrants Bank Account					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
HARD GLOVES	NA	0.00	0.00	12.23	0.00	0.00	0.00	12.23		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				12.23	100.00%				
1124231	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	15.20	0.00	0.00	0.00	15.20
PW-STREETS-BLACK MAMBA DIS 6 MIL GL-L	Warr Bank Acct - Warrants Bank Account					No				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW-STREETS-BLACK MAMBA DIS 6 MIL GL-L	NA	0.00	0.00	15.20	0.00	0.00	0.00	15.20		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				15.20	100.00%				
1124259	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	26.08	0.00	0.00	0.00	26.08
WATER-PIPE SCH40 1"X10'P END	Warr Bank Acct - Warrants Bank Account					No				

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SCHED 40 PIPE	NA		0.00	0.00	26.08	0.00	0.00	0.00	26.08	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				26.08	100.00%				
1124275	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	206.15	0.00	0.00	0.00	206.15
PW-STREETS-WORKSKIN NECK GAITER GRAY Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-WORKSKIN NECK GAITER GRAY	NA		0.00	0.00	206.15	0.00	0.00	0.00	206.15	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				206.15	100.00%				
1124308	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	1.24	0.00	0.00	0.00	1.24
WATER-HOSE WASHER 10PC/CARD Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HOSE WASHER	NA		0.00	0.00	1.24	0.00	0.00	0.00	1.24	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				1.24	100.00%				
1124316	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	134.10	0.00	0.00	0.00	134.10
PW-STREETS-STEEL POST DRIVER 4" HVY DTY Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-STEEL POST DRIVER 4" HVY DTY	NA		0.00	0.00	134.10	0.00	0.00	0.00	134.10	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				134.10	100.00%				
1124353	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	14.62	0.00	0.00	0.00	14.62
PW-STREETS-#14 X1-1/4 HEX SDS Z W/SEALER Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-#14 X1-1/4 HEX SDS Z W/SEALER	NA		0.00	0.00	14.62	0.00	0.00	0.00	14.62	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				14.62	100.00%				
1124355	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	33.22	0.00	0.00	0.00	33.22
PW-STREETS-JOHN DEERE GREEN HARD HAT SPRA Warr Bank Acct - Warrants Bank Account No										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW-STREETS-JOHN DEERE GREEN HARD HAT SPRA	NA		0.00	0.00	33.22	0.00	0.00	0.00	33.22	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
071-4454-1550	Operating Supplies & Exp.				33.22	100.00%				
1124366	Invoice	8/23/2023	8/23/2023	8/23/2023	8/23/2023	29.96	0.00	0.00	0.00	29.96
PW-STREETS-LINZER CHIP BRUSH 3" Warr Bank Acct - Warrants Bank Account No										

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
1124419	Invoice	8/24/2023	8/24/2023	8/24/2023	8/24/2023	805.38	0.00	0.00	0.00	805.38
PW-STREETS-LINZER CHIP BRUSH 3"										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 29.96 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 29.96										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
071-4454-1550	Operating Supplies & Exp.			29.96	100.00%					
1124448	Invoice	8/24/2023	8/24/2023	8/24/2023	8/24/2023	66.53	0.00	0.00	0.00	66.53
PW-STREETS-PAINTERS TAPE 1.88"X60YD										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 805.38 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 805.38										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
071-4454-1550	Operating Supplies & Exp.			805.38	100.00%					
1125077	Invoice	8/30/2023	8/30/2023	8/30/2023	8/30/2023	27.18	0.00	0.00	0.00	27.18
PW-STREETS-QEK CONNECTR M/F SET BRS										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 66.53 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 66.53										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
071-4454-1550	Operating Supplies & Exp.			66.53	100.00%					

Vendor: [HOM02 - HOME DEPOT CREDIT SERVICE](#) Vendor Total: 196.60

1904203	Invoice	7/20/2023	7/20/2023	7/20/2023	7/20/2023	117.32	0.00	0.00	0.00	117.32
P&R-ECHO REPL HEAD-REPLACEMENT HEAD TRIMMER										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 117.32 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 117.32										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-4300-1550	Operating Supplies & Exp.			117.32	100.00%					
7614079	Invoice	7/24/2023	7/24/2023	7/24/2023	7/24/2023	21.68	0.00	0.00	0.00	21.68
P&R-FLAGS NEEDED FOR MARKING AT PARKS										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 21.68 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 21.68										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-4300-1550	Operating Supplies & Exp.			21.68	100.00%					
7904878	Invoice	8/3/2023	8/3/2023	8/3/2023	8/3/2023	57.60	0.00	0.00	0.00	57.60
P&R-COMMERCIAL KNOB-NEEDED REPLACE FIRE DEPT										
Commodity: NA										
Units: 0.00 Price: 0.00 Amount: 21.68 Tax: 0.00 Shipping: 0.00 Discount: 0.00 Total: 21.68										
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-4300-1550	Operating Supplies & Exp.			21.68	100.00%					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
P&R-COMMERCIAL KNOB-NEEDED REPLACE FIRE DEPT	NA		0.00	0.00	57.60	0.00	0.00	0.00	57.60	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4145-1550	Operating Supplies & Exp.				57.60	100.00%				

Vendor: HOU01 - HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA										Vendor Total:	3,000,000.00
09052023	Invoice	9/5/2023	9/5/2023	9/5/2023	9/5/2023	3,000,000.00	0.00	0.00	0.00	3,000,000.00	
FINANCE-CITY AGREEMENT \$3M DISBURSEMENT OF CAC		Warr Bank Acct - Warrants Bank Account			No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY AGREEMENT \$3M DISBURSEMENT OF CAC GRANT	NA		0.00	0.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
079-4542-2166	Activity				3,000,000.00	100.00%				

Vendor: ICO01 - ICONIX WATERWORKS (US) IN										Vendor Total:	1,025.70
U2316036098	Invoice	8/25/2023	8/25/2023	8/25/2023	8/25/2023	1,025.70	0.00	0.00	0.00	1,025.70	
WATER-MATERIAL SERVICE LINE REPLACEMENT (336 TOG)		Warr Bank Acct - Warrants Bank Account			No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-MATERIAL SERVICE LINE REPLACEMENT (336 TOG)	NA		0.00	0.00	1,025.70	0.00	0.00	0.00	1,025.70	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
010-4420-1550	Operating Supplies & Exp.				1,025.70	100.00%				

Vendor: INT01 - INTEGRITY PLANNING										Vendor Total:	3,781.25
068	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	3,781.25	0.00	0.00	0.00	3,781.25	
ADM-PLANNING SERVICES		Warr Bank Acct - Warrants Bank Account			No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PLANNING SERVICES	NA		0.00	0.00	2,812.50	0.00	0.00	0.00	2,812.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4405-2150	Professional Services				2,812.50	100.00%				

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ZONING CLEARANCE	NA		0.00	0.00	843.75	0.00	0.00	0.00	843.75	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4405-2150	Professional Services				843.75	100.00%				

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SNOWY PLOVER	NA		0.00	0.00	125.00	0.00	0.00	0.00	125.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-2078	Snowy Plover Lane				125.00	100.00%				

Vendor: ITE01 - ITECH SOLUTIONS										Vendor Total:	7,863.29
12332	Invoice	8/29/2023	8/29/2023	8/29/2023	8/29/2023	7,863.29	0.00	0.00	0.00	7,863.29	
ADM-MICROSOFT TABLETS FOR ELECTED OFFICIALS		Warr Bank Acct - Warrants Bank Account			No						

Payable Register

Packet: APPKT00085 - 09.12.23 BIWEEKLY RUN PT.2

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ARPA FUND	NA		0.00	0.00	7,863.29	0.00	0.00	0.00	7,863.29	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4140-1550	Operating Supplies & Exp.		7,863.29	100.00%						

Vendor: JBM01 - JUAN BRIBIESCA ALCALA										Vendor Total: 140.00
09	Invoice	8/25/2023	8/25/2023	8/25/2023	8/25/2023	140.00	0.00	0.00	0.00	140.00
PD-CAR WASH-UNIT 17-01,16-01,19-01,15-02		Warr Bank Acct - Warrants Bank Account		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD-CAR WASH-UNIT 17-01,16-01,19-01,15-02	NA		0.00	0.00	140.00	0.00	0.00	0.00	140.00	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4200-1400	Equipment Maintenance		140.00	100.00%						

Vendor: KIN03 - KINYON CONSTRUCTION INC										Vendor Total: 13,400.60
08312023	Invoice	9/5/2023	9/5/2023	9/5/2023	9/5/2023	13,400.60	0.00	0.00	0.00	13,400.60
WATER-WATER TANK RESEVOIRS TOUCH UPS		Warr Bank Acct - Warrants Bank Account		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WATER-WATER TANK RESEVOIRS TOUCH UPS	NA		0.00	0.00	13,400.60	0.00	0.00	0.00	13,400.60	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
010-4420-2150	Professional Services		13,400.60	100.00%						

Vendor: NOL01 - NO LIMIT TIRE INC.										Vendor Total: 230.89
44432	Invoice	8/8/2023	8/8/2023	8/8/2023	8/8/2023	230.89	0.00	0.00	0.00	230.89
PD-SUV CAR TAHOE N.15451 265/60R17 NEXER ROADIAN		Warr Bank Acct - Warrants Bank Account		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
TIRE SIZE:265/60R17	NA		0.00	0.00	230.89	0.00	0.00	0.00	230.89	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4200-1460	Vehicle Maintenance		230.89	100.00%						

Vendor: PER04 - ANGELITA PEREYRA-LEON										Vendor Total: 894.00
09062023	Invoice	9/6/2023	9/6/2023	9/6/2023	9/6/2023	894.00	0.00	0.00	0.00	894.00
FINANCE-CHECK REQUEST-ENCROACHMENT PERMIT DEPOSIT		Warr Bank Acct - Warrants Bank Account		No						

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
-ENCROACHMENT PERMIT DEPOSIT REIMBURSEMENT	NA		0.00	0.00	894.00	0.00	0.00	0.00	894.00	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-3550	Other Permits & Fees		894.00	100.00%						

Vendor: QUA02 - QUALITY CODE PUBLISHING L										Vendor Total: 2,974.00
GC0011660	Invoice	8/30/2023	8/30/2023	8/30/2023	8/30/2023	2,974.00	0.00	0.00	0.00	2,974.00
ADM-MUNI CODE UPDATE & MAINTENANCE 2023		Warr Bank Acct - Warrants Bank Account		No						

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code					On Hold				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ADM-MUNI CODE UPDATE & MAINTENANCE 2023	NA	0.00	0.00	2,974.00	0.00	0.00	0.00	2,974.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4110-2150	Professional services		2,974.00	100.00%						

Vendor: QUI06 - QUINN RENTAL SERVICE INC.									Vendor Total:	253.64
25581101A	Invoice	7/25/2023	7/25/2023	7/25/2023	7/25/2023	253.64	0.00	0.00	0.00	253.64
P&R-SCISSOR LIFT	Warr Bank Acct - Warrants Bank Account				No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
P&R-SCISSOR LIFT	NA	0.00	0.00	253.64	0.00	0.00	0.00	253.64		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4145-2150	Professional Services		253.64	100.00%						

Vendor: ROS04 - DAVID ROSE									Vendor Total:	5,675.22
08012023	Invoice	8/1/2023	8/1/2023	8/1/2023	8/1/2023	5,675.22	0.00	0.00	0.00	5,675.22
ADM-BUILDING INSPECTION SERIVES - AUG 2023	Warr Bank Acct - Warrants Bank Account				No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ADM-BUILDING INSPECTION SERIVES - AUG 2023	NA	0.00	0.00	5,675.22	0.00	0.00	0.00	5,675.22		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-4405-2150	Professional Services		5,675.22	100.00%						

Vendor: SOU10 - SOUTHLAND WATER TECHNOLOG									Vendor Total:	2,157.00
061623-178	Invoice	6/16/2023	6/16/2023	6/16/2023	6/16/2023	2,157.00	0.00	0.00	0.00	2,157.00
WWTP-MISSION COMMUNICATIONS 36 MONTH SERVICE PK	Warr Bank Acct - Warrants Bank Account				No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP-MISSION COMMUNICATIONS 36 MONTH SERVICE PK	NA	0.00	0.00	2,157.00	0.00	0.00	0.00	2,157.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
012-4425-2150	Professional Services		2,157.00	100.00%						

Vendor: STA02 - STATEWIDE TRAFFIC SAFETY									Vendor Total:	760.24
03022726	Invoice	8/22/2023	8/22/2023	8/22/2023	8/22/2023	760.24	0.00	0.00	0.00	760.24
PW-ACCT#:S018601 2" SQ 12GA X16' PERF POST	Warr Bank Acct - Warrants Bank Account				No					

Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW-ACCT#:S018601 2" SQ 12GA X16' PERF POST	NA	0.00	0.00	760.24	0.00	0.00	0.00	760.24		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
071-4454-1550	Operating Supplies & Exp.		760.24	100.00%						

Vendor: THE07 - PHILIP F. SINCO									Vendor Total:	7,630.00
10290	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	157.50	0.00	0.00	0.00	157.50
ADM-CANNABIS RELATED (TIME SPENT)	Warr Bank Acct - Warrants Bank Account				No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM-CANNABIS RELATED (TIME SPENT)	NA		0.00	0.00	157.50	0.00	0.00	0.00	157.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-HEMP-2150	Profl Services				157.50	100.00%				
10291	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	962.50	0.00	0.00	0.00	962.50
ADM-CCWA		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM-CCWA	NA		0.00	0.00	962.50	0.00	0.00	0.00	962.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
010-4420-2150	Professional Services				962.50	100.00%				
10292	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	5,792.50	0.00	0.00	0.00	5,792.50
ADM-LEGAL SERVICES		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM-LEGAL SERVICES	NA		0.00	0.00	5,792.50	0.00	0.00	0.00	5,792.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-4110-2150	Professional services				5,792.50	100.00%				
10293	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	717.50	0.00	0.00	0.00	717.50
ADM-ROYAL THEATER PROJECT		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ADM-ROYAL THEATER PROJECT	NA		0.00	0.00	717.50	0.00	0.00	0.00	717.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
079-4542-3150	Improve. Other than Buildings				717.50	100.00%				

Vendor: [TII01 - TELEDYNE INSTRUMENTS, INC.](#) **Vendor Total:** 2,438.18

S020616646	Invoice	8/8/2023	8/8/2023	8/8/2023	8/8/2023	2,438.18	0.00	0.00	0.00	2,438.18
WWTP-CUST#:0062649 2 MONTH EXTENTION OF EQUIPMENT		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2 MONTH EXTENTION OF SAMPLING EQUIPMENT	NA		0.00	0.00	2,438.18	0.00	0.00	0.00	2,438.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
012-4425-2200	Equipment Rental				2,438.18	100.00%				

Vendor: [UNI06 - UNION PACIFIC RAILROAD](#) **Vendor Total:** 541.50

90127794	Invoice	8/9/2023	8/9/2023	8/9/2023	8/9/2023	541.50	0.00	0.00	0.00	541.50
PW-LORI SPEER PROJECT#768556 REIMBURSEMENT		Warr Bank Acct - Warrants Bank Account			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FOR PRELIMIN ENGINEER SERV FOR CONSTRUCT G SEPER	NA		0.00	0.00	541.50	0.00	0.00	0.00	541.50	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-2048	Building Permit Deposits				541.50	100.00%				

Vendor: [VER05 - VERIZON WIRELESS](#) **Vendor Total:** 911.99

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
9941543144	Invoice	8/31/2023	8/31/2023	8/31/2023	8/31/2023	111.26	0.00	0.00	0.00	111.26
FIRE-COMMUNICATIONS ACCT#:942045079-00001		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FIRE-COMMUNICATIONS ACCT#:942045079-00001	NA	0.00	0.00	111.26	0.00	0.00	0.00	111.26

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4220-1150	Communications		111.26	100.00%

9942328440	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	800.73	0.00	0.00	0.00	800.73
ADM-ACCT#:642087942-00001 - COMMUNICATIONS		Warr Bank Acct - Warrants Bank Account			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	104.01	0.00	0.00	0.00	104.01

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-4200-1150	Communications		104.01	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	51.51	0.00	0.00	0.00	51.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1150	Communications		51.51	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	51.51	0.00	0.00	0.00	51.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
071-4454-1150	Communications		51.51	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	51.51	0.00	0.00	0.00	51.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1150	Communications		51.51	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	51.51	0.00	0.00	0.00	51.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1150	Communications		51.51	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	50.80	0.00	0.00	0.00	50.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
012-4425-1150	Communications		50.80	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA	0.00	0.00	51.51	0.00	0.00	0.00	51.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
010-4420-1150	Communications		51.51	100.00%

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		50.80	0.00	0.00	0.00	50.80
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
010-4420-1150	Communications					50.80	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		40.01	0.00	0.00	0.00	40.01
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
010-4420-1150	Communications					40.01	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		40.01	0.00	0.00	0.00	40.01
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
010-4420-1150	Communications					40.01	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		51.51	0.00	0.00	0.00	51.51
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
010-4420-1150	Communications					51.51	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		25.75	0.00	0.00	0.00	25.75
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1150	Communications					25.75	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		25.76	0.00	0.00	0.00	25.76
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4300-1150	Communications					25.76	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		51.51	0.00	0.00	0.00	51.51
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4300-1150	Communications					51.51	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		25.75	0.00	0.00	0.00	25.75
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4300-1150	Communications					25.75	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		25.76	0.00	0.00	0.00	25.76
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-1150	Communications					25.76	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		17.17	0.00	0.00	0.00	17.17
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
071-4454-1150	Communications					17.17	100.00%			

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		17.17	0.00	0.00	0.00	17.17
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
010-4420-1150	Communications					17.17	100.00%			
Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
ADM-COMMUNICATIONS	NA		0.00	0.00		17.17	0.00	0.00	0.00	17.17
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
012-4425-1150	Communications					17.17	100.00%			

Vendor: [WHI05 - WHITTLE FIRE PROTECTION](#) **Vendor Total:** 330.00

230616M15	Invoice	6/21/2023	6/21/2023	6/21/2023	6/21/2023	330.00	0.00	0.00	0.00	330.00
P&R-NFPA 96 KITCHEN SUPPRESSION SYSTEM INSPECTION	Warr Bank Acct - Warrants Bank Account				No					

Items										
Item Description	Commodity		Units	Price		Amount	Tax	Shipping	Discount	Total
P&R-NFPA 96 KITCHEN SUPPRESSION SYSTEM INSPECTION	NA		0.00	0.00		330.00	0.00	0.00	0.00	330.00
Distributions										
Account Number	Account Name		Project Account Key			Amount	Percent			
001-4145-2150	Professional Services					330.00	100.00%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	52	3,071,865.64	0.00	0.00	0.00	3,071,865.64	0.00	3,071,865.64
Grand Total:		3,071,865.64	0.00	0.00	0.00	3,071,865.64	0.00	3,071,865.64

Account Summary

Account	Name	Amount
001-2048	Building Permit Deposits	541.50
001-2058	Alvarez Lot Line Adjustment – 11th Street	170.00
001-2069	Root One	1,742.50
001-2078	Snowy Plover Lane	125.00
001-2080	CENTRAL COAST PROCESSING	170.00
001-2081	Element 7	425.00
001-20CR	CRANDALL 12th ST. APARTMENTS	2,465.00
001-3550	Other Permits & Fees	894.00
001-4110-2150	Professional services	8,766.50
001-4140-1550	Operating Supplies & Exp.	7,863.29
001-4145-1150	Communications	69.08
001-4145-1550	Operating Supplies & Exp.	747.06
001-4145-2150	Professional Services	3,538.38
001-4200-1150	Communications	104.01
001-4200-1400	Equipment Maintenance	140.00
001-4200-1460	Vehicle Maintenance	230.89
001-4200-1550	Operating Supplies & Exp.	27.18
001-4200-2150	Professional services	1,800.00
001-4220-1150	Communications	111.26
001-4300-1150	Communications	103.02
001-4300-1550	Operating Supplies & Exp.	150.38
001-4300-2150	Professional services	61.20
001-4405-2150	Professional Services	10,776.47
001-HEMP-2150	Prof Services	157.50
Total:		41,179.22

Account	Name	Amount
010-4420-1150	Communications	251.01
010-4420-1550	Operating Supplies & Exp.	1,081.63
010-4420-2150	Professional Services	14,380.16
Total:		15,712.80

Account	Name	Amount
012-4425-1150	Communications	170.99
012-4425-2150	Professional Services	2,157.00
012-4425-2200	Equipment Rental	2,438.18
Total:		4,766.17

Account	Name	Amount
071-4454-1150	Communications	120.19
071-4454-1550	Operating Supplies & Exp.	2,206.23
071-4454-2150	Professional Services	9.49
Total:		2,335.91

Account	Name	Amount
079-4542-2164	General Admin	6,256.65
079-4542-2166	Activity	3,000,897.39
079-4542-3150	Improve. Other than Buildings	717.50
Total:		3,007,871.54

City of Guadalupe
Regular Meeting of the Guadalupe City Council
Tuesday, August 22, 2023, at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers

1. ROLL CALL:

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

The mayor called the meeting to order at 6:00 p.m. All were present. (Note: The abbreviation, "CM", for "Council Member" will be used in the minutes.)

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF THANKS, APPRECIATION OR CONDOLENCES.

Mayor Julian offered condolences to the families and residents of West Maui and Lahaina. He said, "I can't comprehend the magnitude of the suffering and community needs. There are approximately 880+ missing and 115 confirmed dead.

The mayor also offered his appreciation to law enforcement for tracking down the killer of our local resident. It should be known that there were many law enforcement agencies involved in this apprehension and should be noted that the San Diego Law Enforcement thanked the Guadalupe PD for our Police Department's efforts in this arrest and their continued support for the family.

Mayor Julian then thanked the volunteers who painted, renovated and otherwise, improved the looks of the Royal Theatre on the outside/front of the Royal Theatre. Still looking for continued improvements and donations to ready the site for its upcoming renovations.

4. AGENDA REVIEW

There were no requests to make changes to the agenda.

5. COMMUNITY PARTICIPATION FORUM

George Alvarez: I was out there Saturday during the painting. Nice paint job [at the Royal Theatre]. The following day they were asking for donations. No money for the project was used from the

grant. What bothered me was if these guys are willing to volunteer and beautify the City, shouldn't the City have set aside money to help these guys out? You're not paying labor...they're doing something to beautify the City. We're not that poor...so, that really got me. I've talked to the City Administrator over that. We've clarified some things we needed to discuss. I appreciate Todd's openness in dealing with that issue.

As for the person who got caught, we had good news. The only problem I had was what did we do as a city before it was announced that whatever departments were assisting in financial assistance for the children of the deceased. I worked in social services for many years. Catholic Charities...homeless coordinator. Where were the other agencies in coordinating efforts to help these two (2) children? That really got messed up. No father, now the mother's gone. Now, the financial burden is going to be on all of us, the way it should be. Whether it be Catholic Charities, Red Cross, City of...whatever. Have full-fledged assault getting these kids help. That's going to be on you guys to find out what's going to occur. We can't sugarcoat tragedy.

There's nothing been done with the unit that's parked at the rodeo grounds. That may be County property, and you haven't contacted the County to find out what's going over there. Is it a registered vehicle? Who's responsible? We don't have the law enforcement....oh, and my best pet peeve is a lack of any form of law enforcement in this town. Everyone's running wild, making U-turns. Even the traffic guys working on the road are parking in the red on Fifth Street. People had to go around due to lack of visibility.

Mayor Julian said, "There's a lot going on regarding the family."

6. CONSENT CALENDAR

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

- A.** Waive the reading in full of all Ordinances and Resolutions. Ordinances on the Consent Calendar will be adopted by the same vote cast as the first meeting unless City Council indicates otherwise.
- B.** Approve payment of warrants for the period ending August 14, 2023, and ratify payment of warrants for the period ending July 31, 2023.
- C.** Approve the Minutes of the City Council regular meeting of August 8, 2023.
- D.** Adopt Resolution No. 2023-69 acknowledging the authorization to open the Public Government Money Market Account (PGMMA).
- E.** Approve the annual "Peace, Love, and Hope Around the World" holiday season parade scheduled for Saturday, December 9, 2023, by Kiwanis Club of Guadalupe.
- F. MONTHLY REPORTS FROM DEPARTMENT HEADS**
 - 1. Public Safety Department:

- a. Police Department report for July 2023
- b. Fire Department report for July 2023
- c. Code Compliance report for July 2023
2. Human Resources report for July 2023
3. Recreation and Parks report for July 2023

Mayor Julian pulled Item #6.F.3.

Motion was made by Council Member Lizalde and seconded by Council Member Costa, Jr. to approve the balance of the Consent Calendar. 5-0 Motion passed.

Request to Speak:

George Alvarez: Re: Item #6.F.1. - As I mentioned before, we have a lack of law enforcement in this community. It's hard to have three (3) at a time...two (2) at a time. We're lucky, and I emphasize this again, that we don't have higher crime here. What are we doing, not us here? I've been pounding and not once have I got any elected official to say, "Let's shut George up and get something done for the City". Let's have a workshop to say that this is what is coming in, this is what we got, and this is what we're stuck with. So, we know. As soon as you can, please get the TV back for transparency's sake. This is ridiculous. That's all.

Re: Item #6.E.3 - Mayor Julian asked, "On open volleyball, the adult league, if a person is not on a team, are they still able to participate on open volleyball?" Hannah Sanchez said, "That would be in substitute for drop-in volleyball. The whole idea is that because so many people have it on their schedule already for Wednesday night, to keep it on Wednesday night. So, it would be in place of that. But if it ends up not being a league, then it'll continue to be drop-in volleyball." Ms. Sanchez mentioned that to date, there were no sign-ups for the league. The mayor commented with school starting, there may be more interest those of high school and college age here and surrounding areas.

The mayor then said, "At Le Roy Park, with what's going on over there, I'd like to be involved. USDA, they want to push Le Roy Park, Phase II. They want to be involved. This is going to be a big-ticket item, \$6M, so, they want to know what's going in there. Last thing, on pickletball, you have something about an email being sent out. Do you have another method, like a flyer going out?" Ms. Sanchez said something could be put in the September newsletter.

Motion was made by Council Member Hernandez and seconded by Council Member Robles to approve Item #6.E.3 of the Consent Calendar. 5-0 Motion passed.

7. CITY ADMINISTRATOR REPORT: (Information Only)

In talking to some city managers and different groups, it's tough recruiting now everywhere. We're not seeing any hits for the Public Works Director/City Engineer and the Associate Planner. I'm even talking about grant writers, project managers, IT people and Recreation Services Manager. It's not that we're not working at it hard, it's just that we're not seeing a lot. And I want to give kudos to staff filling in during times of uncertainty. We're working hard doing what we can.

An email went out about a joint special meeting between the City and the School District and a State of the City meeting. I think the Council would want the State of the City to be first and then the School District joint special meeting. The School District set up a tentative meeting, but we didn't get a full Council on that. So, nothing's been set up. I've sent an email to department heads for PowerPoint presentations for the State of the City. I'd be reaching out for dates with the Council for the State of the City. We'd be looking at early September with the Council, then the joint meeting with the School District.

Mayor Julian asked, "My concern with that is that I'd like to know what the School District wants to discuss so we know what to talk about." Mr. Bodem said, "Like before...they present their projects, and the City Council and department heads give updates." Mr. Bodem said that according to Dr. Handall, it was what their projects were and what they were doing. The mayor said, "I need specifics as there is so much information on what the City is doing now. Like the flood, the river, the Royal Theatre, Central Park...we could go on for days on this. There's the Escalante Project, housing, finance, the audit, etc. So, to me, let's get that done, then we can see."

Mr. Bodem said, "I know that you want to have the State of the City first. So, I'll have Juana [Escobar, Administrative Assistant] reach out to each of the council members for a special meeting and set something up." Mayor Julian emphasized, "To me, personally, as long as I know the specifics of what they want." Mr. Bodem said he'd get the specifics. CM Lizalde added, "If we do State of the City first, we wouldn't have to repeat ourselves at the joint meeting." The mayor said that the School Board could come to our State of the City meeting and then Council and department heads could go to the School District's meeting. CM Hernandez said, "I saw that Santa Barbara also had a joint meeting, and I was really interested in that. I would also want to see the State of the City first."

The mayor mentioned that the Escalante Meadows groundbreaking noted in the report was important and happening on Friday, August 25th. He also commented on FEMA and the 2023 floods. He said, "I spoke with Supervisor Lavagnino this past Thursday. I think Chief is working with the San Diego group. They all have the drone information. We're meeting on a monthly basis for updates. FEMA has provided some fixes to that whole stream, not only to the three (3) areas we're looking at, which includes just the County park-side. They're looking at our treatment plant. The engineers at FEMA have information on what to do. The County and State are asking them how to fund these fixes." Mr. Bodem then said, "The information in my report is just what the damage was, and what they're willing to reimburse. What you're talking about is a broader picture."

The last item in the report that Mayor Julian commented on was the Hwy 1 and Hwy 166 project. He said, "A week or two ago, Cal Trans met with Tayler Farms and District 5 representative. They toured the area. Priority is the safety of the residents regarding traffic. Looking at ways to mitigate Pasadera, Obispo, Flower and Hwy 166. They're really on top of it...SBCAG, D.J. Farms and Cal Trans."

Request to Speak

George Alvarez: I'm a little leery about the school board and you [City Council] having a joint meeting. Close to some 13 years ago, the discussion was about Pasadera. Last time the school board came here, they didn't want the City Council to give the green light on the development because the school wanted 7.5 extra acres. So, that project was held because of the needs of the school. And it negatively impacted the City because we needed the tax base on those homes to keep things going. Because of that, the children have suffered not having the school done. The superintendent at that time was Hugo Lara who developed that joint venture. Municipalities are municipalities. School boards are school boards. You can't mesh the two and do city business. Like you said, have them separate. They can come here but they have no jurisdiction to tell you what to do. Because of the idiots at that time, we lost about 15 years of tax base income for what they wanted. And the kids lost out.

Mayor Julian said, "The school had plans for a 17-acre site, as opposed to a 12-acre site. Five (5) acres belonged to the City. We negotiated with them, and they paid us \$700K, Quimbiac monies that's being used for our parks."

On a separate item, Mr. Bodem said, "Parking and No Parking signs have been ordered for City Hall. For Al's Union, parking is permitted on that lot but no parking from midnight to 6:00 a.m. We don't have an ordinance that allows for towing, only for citations. That's in the works. Probably 3-4 weeks for signs to be set up."

8. DIRECTOR OF PUBLIC SAFETY REPORT: (Information Only)

Fire rescue team...we got called by the State and the County to send a strike team to Crescent City for the Smith River Complex Fire.

Traffic – staying on top of issue. I just gave a citation for someone doing a U-turn.

Calls for service for our community – we're where we should be. We're still trying to work through the traffic at Mary Buren School. I'm out in mornings at school and in the afternoons giving out tickets.

I want to thank Human Resources. We have two (2) Police Officer applicants – backgrounds being done. One is starting the Police Academy soon. Two (2) will be put on our wait list. We're in the final stage of the Fire Captain recruiting. Human Resources has been pushing to get going on that.

Did a tour at 151 Obispo – saw security camera plans. Have been using camera on Hwy 1. No encroachment permit with Cal Trans – we moved camera. We're trying to take care of our traffic.

Thank you to the Mayor and City Council. I want to give a real nice 'shout out' to the entire Police Department regarding the recent homicide. The mother was trying to get a report of a missing person. Others wouldn't take the report. Our officers stepped up, did the report and got the information into the system. With that, that's how the hit came about. The person who found the vehicle notified the police department. Because of the hit on the vehicle, they were able to check the

cameras, and we were able to see the person crossing the border. That made things to be stepped up in the case to locate the person responsible. We worked hand-in-hand with San Diego PD, and they gave us some great kudos. That was the catalyst that put this whole thing together. Taking the report, getting it into the system, etc. I am extremely happy and proud of our officers. They all came back into the office and took a part putting together a nice package. So, when San Diego PD called, we were able to provide everything they needed. We kept in touch, and they let us know when the person was apprehended.

CM Lizalde said, "Really appreciate your report. What a great overview. Going above and beyond with short staff during difficult challenges lately. It's good that positive staffing is happening, and ground is being made to bring our staff up to par. Thank the staff for all the work that they're doing. We really feel that and want to send that sentiment to them."

On a separate note, Mayor Julian commented about a new person at the table with City staff members. Mr. Bodem said, "That's Robert Salinas, filling in and handling the situation with the computer at City Council meetings and monitoring events in our City facilities. He'll be transitioning into our meetings." The mayor said that Mr. Salinas had been on the Recreation and Parks Commission, so he knows the ropes.

CM Hernandez said, "I was reading that 'Red Ribbon Week' will be in October and, hopefully, some police officers will make site visits at Mary Buren and McKenzie."

REGULAR BUSINESS

9. Informational report from planning staff on the possibility of regulating food trucks and sales carts within the City limits.

Written report: Larry Appel, Contract Planning Director

Recommendation: That the City Council:

- a. Receive a presentation from staff; and
- b. Conduct an informational discussion with public input; and
- c. Direct staff to return with a draft ordinance; or
- d. Continue to a future meeting for further discussion; or
- e. File report.

Mr. Appel stated that the City has no regulations in place that would prohibit or restrict the use of food trucks and sales carts within the corporate boundaries of Guadalupe. We currently approve all business licenses for food trucks and food carts that come through. This topic has come up several times over the years. Tonight, we're giving you the opportunity of possibly starting an ordinance to regulate food trucks.

A memo had been sent out a couple weeks ago in anticipation of this meeting with a matrix and options to consider. After discussion of this item, there are couple options to consider: 1) File this report to be brought back in the future, or 2) Go forward with an ordinance. Food trucks are being

looked at in a different light now. So, maybe you want to look at the positive aspects of them and go forward.

A copy of the matrix had also been sent to the Guadalupe Business Association (GBA), but nothing had been returned. Mayor Julian said, "I read the information about what GBA stated. It looks like they aren't leaning towards going for an ordinance." Mr. Appel commented, "They (GBA) had a lively discussion, and I tried to summarize the different points that were made. It's clear to them who are the business owners are feeling that a food truck, if it could park on Guadalupe Street, could take away their business." The mayor also said, "We did talk about this many years ago. One of the reasons we did talk about it was that there had been a food truck on Olivera Street parked across the street from Masatani's. But they were moved to another area which didn't seem to be a problem. I know that Lompoc and Santa Maria have their events with food trucks, vendors, wine tasting, etc."

CM Lizalde commented, "We need some sort of mechanism. I don't know what that looks like yet but maybe something that should complement restaurants downtown. I think there's a way to collaborate and have them work together. Food trucks are good for engaging community. I love the events that Lompoc and Santa Maria put on. There are a lot of positive things...I don't think it's necessarily a negative. I'd want to deter that from happening and have something to complement downtown because we don't have limited parking downtown. So, if somebody parks downtown, I don't see a way for us to limit that. We would need clear guidelines."

Mayor Julian said, "We gave the Guadalupe Social Club permission to have a food truck there. Tayler Farms has a food truck. At one point, I thought it was basically informal to have people park their vehicles like that on private property. We need some standard...we don't need a major ordinance that's an overkill, but we do need something."

Request to Speak

George Alvarez: Having had my family, for generations, in restaurants downtown and La Pasadita, I'm familiar with business and food. Problem here is this – we have to safeguard the existing business we have now in the restaurant trade. We lost the Far Western...it moved to Orcutt. That was our draw – we were famous for the Far Western. We're well known for Mexican food. If we allow food trucks, they need to meet the same guidelines that our restaurants are required to have. They're treacherous when it comes to food. You have to have a license. Each person handling food has to go to school and get a certificate to make sure they can handle the food. Will it be cost effective to have about five (5) trucks to be in the City for the amount of money we're going to get? Our downtown businesses are going to lose money. They have to pay the mortgage, the rent...a truck doesn't. I'm not saying I'm totally against it. There are factors here that you have to take care of the existing business. We are in a regrowth situation in our community. What we're trying to do is have people come in and expand with totally different food, other than Spanish. Something that will spark interest. These are things we need to consider for well-being of the existing businesses.

Mayor Julian said, "The matrix was confusing. Personally, I wouldn't want the approval to go through the City Council. I think it needs to be an Administrative Use Permit. There needs to be a certain location. Like, if at the Veterans Memorial Plaza, they want to do a special event there. I

have no problem with private property having a food truck if they go through the proper approval process.”

CM Hernandez added, “The County Public Health Department has requirements. If there are events here with food trucks, they would have to go through that department.”

Mr. Appel said, “It seems having food trucks at events in parks is alright. What are your thoughts about issuing a permit for someone who just takes a parking space on Guadalupe Street? Is that something you don’t want to do?” CM Lizalde said, “We don’t want our restaurants to deter partnering with food trucks. We may have restaurants that want to partner with them. I do think that time should be limited...should not be infinite. There should be some sort of time limit. I don’t want to say, ‘never on Guadalupe Street’ because I do think there are opportunities for restaurants and businesses to partner with a variety of trucks.” Mayor Julian added, “Special events for them. But what if someone says, ‘I want to do a special event every week’ in front of one of our restaurants? There needs to be special language on frequency and length of time?”

Mr. Appel also mentioned that in Santa Maria, permits are given for garage sales. City Attorney Sinco said, “Four times per year...once each quarter. No fee.” Mayor Julian said, “In the past we had looked at that for garage/yard sales. No signs on posts. That never came to fruition.”

The mayor said that he didn’t want to deal with the little food carts, and that Santa Maria has issues with that. But Mr. Appel said that the number of food carts are already approved for business licenses. City Attorney then said, “If food carts, look at maximum number for the ordinance. You can prevent them from being stationary, but you can’t if they’re moving. They can’t stop and set up shop.”

CM Hernandez felt that food trucks might be a good economic boost. Sometimes you can drive down Guadalupe Street, and restaurants are closed. It might be nice to have that flexibility.” CM Lizalde said, “I think there’s an opportunity to complement, and not have one dominate one or the other.” The mayor said, “Fiestas have food trucks. We don’t have anything to control that.”

Mr. Matthew Goodman asked if he could speak on the subject. He said, “Make it a minor use permit. Collect an assessment fee for the road usage of these things to make money, and you provide some sort of license that’s a year’s fee to enter Guadalupe and do business, aside from a business license. They’re going to have to have a commissary, and the cleanliness already in their health department set before they’re going to come here. So, you’re not going to collect revenue. If you have a minor use permit that says you collect a road assessment fee because you’re a truck. Some restaurants can have a commissary for food truck usage and rent it out.” Hannah Sanchez said, “We can turn the city auditorium kitchen into a commissary.”

The City Council gave direction to move forward with an ordinance.

10. CalPERS California Employers Pension Prefunding Trust (CEPPT).

Written report: Janice Davis, Finance Department
Presentation: Lee Lo, Customer Outreach and Support Analyst

Recommendation: That the City Council adopt Resolution No. 2023-70 acknowledging the authorization to participate in the CalPERS California Employers Pension Prefunding Trust (CEPPT).

A brief background was given by Ms. Janice Davis prior to turning the presentation over to Mr. Lee Lo, an analyst at CalPERS, specializing in CEPPT pre-funding. Ms. Davis said that CalPERS established the California Employers Pension Prefunding Trust (CEPPT) in 2019. CEPPT is an IRC Section 115 Trust set up for the sole purpose of receiving employer contributions to pay for pension costs. Section 115 Trusts are used by cities and counties to reserve funds against pension liabilities, but they cannot be used for other purposes.

The following is a summary of points from Mr. Lo's zoom presentation:

--Currently, the City's PEPPRA plans are over funded, and the Classic Miscellaneous and the Classic Safety are underfunded.

--The "Funded Status" was shown as a tool to measure the city's "debt-to-asset ratio".

--By the end of this fiscal year, the City's total contribution for FY 23/24 will be \$674,491.

--The City has normal pension costs and also "Unfunded Accrued Liability" or UAL. The City's UAL grows if the pension fund does not reach 6.8% interest. If not, then the City has to pick up that difference.

--CalPERS is projecting that costs are likely to increase for the next 5 to 15 years.

--Government employers are not allowed to use their budget and invest in assets/equity stocks. (Some employers are allowed to purchase stocks but there's a cap on investments.) The 115 Trust doesn't abide by those rules.

--CEPPT was recreated by legislation and put under the umbrella of CalPERS. These are independent programs and not tied to the CalPERS Pension Fund.

--CalPERS is the largest 115 trust provider in the United States. There are 91 employer CEPPT participants.

--Employers generally save monies for future pension payments (future meaning 'two years' out). Those monies generally are parked in the General Fund, in treasuries, LAIF, and others of the same nature. Those generally earn less than one percent (1.0%). The risk is low, and what you put in will always be in the black. It's short-term.

--If monies put into a CalPERS pension fund is in excess of what is required (over 100.0%), you can't get those monies back, no liquidity. But there is liquidity with CEPPT.

--With CEPPT, there are two (2) investment strategies: a) Strategy One: an expected rate of return of 4.5%, carrying an 8.8% risk factor, and b) Strategy Two: expected 3.5% rate of return with the 6.1% risk factor. Both strategies have liquidity factor. (By comparison to CalPERS Pension Plan, that

plan strives for a 6.8% return but with a 11.4% risk factor and no liquidity.) A city could participate in either or both strategies. (Staff recommended Strategy One due to potentially higher returns.)

--One of the purposes of CEPPT is to grow your pension assets. A hypothetical example was shown in Year 1: if \$296K were deposited, using Strategy One, invested over eight (8) years, in Year 8, with 4.5% compounded interest, there should be enough monies generated to fill the gap so the City can pay for the normal pension costs for that year.

--The other purpose of CEPPT is to establish a "rainy day fund". If there's a spike in pension costs, the City can use this fund to help pay those increased costs.

--You can pull out monies in CEPPT what you pay for pension costs, whether that's normal costs, UAL or additional discretionary payments.

--There is no fee to join CEPPT until a deposit is made, which will not occur without City Council's approval.

--Some advantages of the CEPPT: 1) Investment policy and management with most broadly diversified portfolios; 2) Lowest total participation cost; 3) Excellent customer service with direct access to 13 dedicated staff, and 4) Simple administration – join or leave anytime at no cost.

Mr. Lo finished his presentation and asked if there were any questions.

Mayor Julian had a question for Ms. Davis. He asked, "Give us an update. Where are you on this?" Ms. Davis said, "I'm for CalPERS. It doesn't cost us anything to start it up. As Mr. Lo said, when we start to put monies in it, then we'll start getting the 25 basis points. But now, we're only recommending that we open...get ready to start saving for our UAL now."

The mayor said, "We're not in as big a hole as some other institutions, but we want to start moving up out of that hole." Ms. Davis said, "One strategy is to go into a money market account which is really a savings account. Use that interest, those monies to start this but that's not until later. It's not something I'm proposing to you now. I'm just recommending we open up the account." The mayor added, "So we have some place to put it in the future."

CM Lizalde wanted clarification on the fee. She asked, "So, from the presentation, the fee is just on the monies in the account. There's no initial cost involved to start this. We can open the account with no deposit." Ms. Davis said, "Yes, there is no fee to open the account." CM Lizalde added, "I like the flexibility of this. And I like the idea that we're forward thinking, financially, for something that will be coming up, and something that the City will have to be dealing with."

The mayor then asked Mr. Bodem for his comments. Mr. Bodem said, "One of the City's goals is to increase its reserves. This is sort of a back way of doing it because you're investing where you would have been spending more on it. This way, you'll eventually be going to be saving more, getting a better return on the investment. So, your reserves will increase by virtue of the fact you're putting energy into this to pay more interest."

There were no other comments or questions from the Council or staff, so the mayor asked for a motion to approve Resolution No. 2023-69. At this point, City Attorney Sinco said, "The staff represented that no money would be deposited. The resolution is silent on that. There's a sentence in there that says 'There's a one-time deposit that can be made at this time. But there's nothing in here that says that the Council will approve. I didn't know if you wanted to add that. Can we just insert: 'One-time deposit can be made at this time. No deposits will be made without the City Council's approval.' Can we add that to the resolution? Then it's clear that we're not authorizing any money to go in right now?" All parties agreed with the added language cited by City Attorney Sinco.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Lizalde to approve Resolution No. 2023-69, with amended language. Roll Call: Ayes: 5 Motion passed.

At this point, Mayor Julian requested that the agenda be changed with Item #13 going ahead of Item #11 and then following with Item #12. This change did occur at the meeting but for the minutes, the items will remain in sequential order.

11. City Facility and Parks Use Fee Schedule Update.

Written report: Hannah Sanchez, Recreation Services Manager

Recommendation: That the City Council review the proposed changes made to the fee schedule, provide direction to staff and adopt Resolution No. 2023-71.

Ms. Sanchez said, "There is no resolution with this. The format you're looking at would be what would be on the City website, not on the Master Fee Schedule. It's clearer and easier for the public to read with explanation and what all goes into the fees. There's no resolution so we'd have to come back. Is that clear?" City Attorney Sinco said, "The City Council can approve fees tonight by motion Because we're amending the Master Fee Schedule, that will be done by motion at a separate meeting. If you change your mind on what you approve tonight, you can always change it later."

Ms. Sanchez then said, "My recommendation for this...I really didn't change the fees themselves. Rather than doing 'resident vs. non-resident', I changed it to 'during business hours and outside business hours'. That seems to be the difficulty here in terms of... If we were to encourage people to do it during business hours, it would be a lot easier on the staff. Now that we have a staff member working on Saturdays, it is still available to be rented out at the 'during business hours' rate on Saturdays. A lot of fees were not clear, and there were a lot of different uses for our facilities. I tried to cover as many uses as I could think of such as recreational use, non-profit use and private rentals.

The staff report shows the reasoning behind a lot of the change. But, again, I didn't change the actual rate but rather the format. Fees changed for parks. I personally think that the park fee schedule was excessive. We charged more than Waller Park, and they have more amenities than we have. There were other facilities where I think the rates were high. If we lower the fees, there'll actually be more revenue because there'll be more interest in renting those facilities and parks.

I'm looking for recommendations from the City Council. Any changes you want to make or talk about? I know you might want to talk about the Boys & Girls Club (B&GC) and compensating them for their staff coverage. Personally, I somewhat agree with compensating them because they are

staffing all of these events. I think it would be right to compensate them. I don't know if you want to compensate them as much as they want but it's up to you." Mayor Julian said, "The B&GC, they have to have staff there. So, better than our staff having to be there."

Mayor Julian said, "On the non-profit side, I don't have a problem with the actual costs. It would seem easier to me if non-profits had a flat 20% discount across-the-board. I don't think we need to get into the weeds with this. People need to know the standards, and I think you have that covered. Some cities use a flat 30% discount on whatever the fee is. That's just a recommendation. The other one I have is on Attachment Two when it comes to alcohol. I have some concerns with alcohol at our parks, or any of our facilities. When you start mixing alcohol, there are public safety issues, in terms of law enforcement." Ms. Sanchez said, "No alcohol allowed at parks. That's the law. It's hard to monitor that. But for our rentals, we tell them that alcohol is not permitted. Whether they comply or not...unfortunately, we just don't have the parks and rec staff or public safety staff to make sure that every single party that's going on has no alcohol. For our facilities, the only facility that I think where alcohol should be permitted is for city auditorium since we have policy and procedure in place to ensure use is done safely and correctly. For the Veterans Hall, there currently is no alcohol use there. It is still up-in-the-air with use of the bar there. For the Senior Center, I don't recommend alcohol."

The mayor then said, "On your Attachment Two, it talks about additional costs for all rentals, if applicable, such as alcohol permits, etc. The barbecue pit at O'Connell Park...there were several empty cases of bottles of booze. That's hard to control. You're right at this site [city auditorium] having control. For the Veterans Hall as we move forward, there will be the bar there, and one-day ABC permits will be needed. We'll be able to control that."

Ms. Sanchez then talked again about non-profits saying, "I'm completely fine with whatever direction the Council wants to go. I think what happens a lot, and I'm being frank, that we're not going to waive fees for non-profits, but what ends up happening is the fees are waived for a variety of reasons. Every time we do that, we're losing money. I would rather do it at a lower fee and know that that non-profit is going to be okay with and will pay that lower fee than give them a 20% discount and right away they're coming to the Council to waive or reduce that fee. If you're going to make sure that we're not doing that, then I'm okay with doing it."

CM Lizalde said, "I think the historical issue here is that this was never documented. We never had clear parameters showing an agreement with non-profits. Easier to uphold with written language regarding what constitutes non-profit, etc. or type of event. Like is the event for the community, a fundraiser, will there be alcohol? There are varying types of non-profit events, so we need to be very clear on the non-profit explanations." CM Hernandez said, "I would like to second what CM Lizalde said. I was the host for Viva el Arte for eight years, and I worked with a lot of city administrators. Now looking at these fees, if Viva el Arte would like to host, it would \$570.00 for the day." Ms. Sanchez said, "With the 20% discount, it would even be more than that." That's where the difficulty is that all of these are 501©3s. Every single one that we waived or reduced fees for do have documentation that they do have non-profit status. There's a huge list of non-profits here in Guadalupe. So, I'm not sure what direction the Council's wants to go."

Mr. Bodem said, "This is completely off topic, but what about fees if there were funerals for veterans at the Veterans Hall?" Mayor Julian said, "Veterans are free." Mr. Bodem questioned whether that

should be memorialized or stated within the document. The mayor said, "If they're veterans, it's free. No charge." Mr. Bodem then acknowledged that it is federal law.

CM Lizalde asked, "If people want to come in the night prior or earlier than the time of the event and set up their event, do we charge for that time?" Ms. Sanchez said, "That's why I changed to 'during business hours versus non-business hours'. We would encourage them to set up during business hours, but there would be an additional charge outside of business hours."

CM Lizalde also asked for clarification on Le Roy Park rentals. Ms. Sanchez said, "We don't rent the Community Center, but we do rent the barbecue areas but not the grass area." CM Hernandez asked, "So, for the grass area then, that's like no soccer. I know that we got grant monies from the State. Are there any parameters when you get State money that you cannot allow the use for? Like, can't be used for function/event on grass area, etc.?" Ms. Sanchez said, "I can make it more clear in the write-up but it's more the adults...their cleats and that's what ruins the grass. The grass area in the front was so new and ruined. Some of these soccer players are using the back area. If they still use that area, it will then just be ruined like the front." CM Hernandez then said, "It's hard because right now, Le Roy Park is the only area for them to play. I don't think they're allowed to use the school. And Jack O'Connell now has the football field." Mayor Julian said, "There's a lot of space out there. There's a baseball field there that can be used for soccer. So long as they move it around and don't cleat up the whole area."

CM Hernandez asked, "I don't remember what the fee was for the Boys & Girl's Club. What if someone only rented the Community Center for one (1) hour? Would we be eating that charge?" The clarification was made for usage outside the arrangement with the B&GC. Mr. Bodem then asked, "If the school wanted to use the auditorium for volleyball for five (5) days a week, they'd have a requested special outside agreement. Dr. Handall has asked us to use the facility for 100 days, \$50 per day. What are your thoughts about that? Using the auditorium or not."

Ms. Sanchez said, "Let me first answer Christina's question. The B&GC only wants \$40 per hour to compensate their staff for outside business hours. The B&GC would be fine with \$15 an hour during business hours, like renting out the arts & crafts room."

CM Costa, Jr. asked, "For the fees that we're asking, what are those covering? Are City employees being compensated for hours for being here to attend or like in years past, are keys given to the renters?" Ms. Sanchez said, "A building attendant would be needed. Keys are not given out to renters. The only people who have keys that I'm okay with, which is what Todd was touching on, is the school district. Outside of that, I think that moving forward, it shouldn't be... A lot of non-profits would say that in the past they didn't have to pay the building attendant because they were the ones staffing it. But what happens is that staff would be called to come to City Hall because of something that was/went wrong, etc. and there's no building attendant because they said, in the past, they just did it themselves. We need to provide a building attendant, regardless, to check the restrooms and take out the trash. Whoever the renter is, they are responsible for returning the facility as they found it."

CM Costa, Jr. then asked, "The deposits that are shown on the fee schedule, like \$250.00 and \$125.00 refundable for the Senior Center, those are cleaning deposits?" Ms. Sanchez said, "That covers the equipment because we allow them to use all the City's janitorial equipment, electricity, kitchen." CM

Costa had another question and asked, "That's a 'cleaning deposit' not a rental?" Ms. Sanchez said, "That's why I didn't put 'cleaning deposit' on the new schedule...it's just 'deposit' in general. I did this because... what they don't realize is that there are a lot of other costs involved besides just cleaning. There's staff time to meet and coordinate with the renters. There's setting up time with whomever the building attendant will be. There's just a lot of fees outside of that. If you want a full breakdown of those other costs, I can get that for you. But that's why I didn't put 'cleaning deposit' but just 'deposit', in general. If you go to any other facility, they charge a lot more for their deposits than what we're charging. And they have a lot more staff to be able to provide more services than what we do."

CM Costa, Jr. continued and said, "In the past, I have had residents ask why they're only getting half cleaning deposit refundable when the facility's left cleaner after their event." Ms. Sanchez said that that was debatable. CM Costa, Jr. then said, "I've seen it firsthand where one renter has left, and another renter has come in to set up. The floor has been sticky. So, I've actually seen it. Then if that's going to be everything that fee is going to be for, you should lay out what the deposit is covering as you said before. This is why only half the deposit is refundable." Mayor Julian added, "Another thing...there's no one, maybe a very few people, who use the facility who know how to clean. I see that all the time, almost all of the time."

Mr. Teg Butler, Human Resources Manager, "May I suggest that part of the contract agreement that they are required on the checklist that when they first arrive to take pictures. If they don't take pictures, they don't have proof." Mayor Julian said, "There's normally a walk-through." Ms. Sanchez said, "I've been the attendant for many events. I do a walk-through with the renters at the beginning of an event...the bathrooms, the kitchen, everything. I was just going over with Robert (Salinas) the checklist that I do. I go through that checklist. Whoever the building attendant is, if it's not me, it's Juan (Montero), and he's good about it, too. We write down everything that is already an issue, like something that's broken or needs to get fixed. At the end of the event, we know if something's new, and that it didn't happen before the event. By the time the end of the night comes, the renters think they can clean everything up in an hour. Standard for renters, in their mind, is that so long as they take the trash out, and as long as there isn't a big puddle on the ground, then things are fine. What they aren't thinking about is that the next day, we have volleyball coming in. The floor has to be cleaned for the players to play on the court. There's no miscommunication. The renters are told that the facility has to be left as found."

CM Hernandez asked, "Is it possible for us to provide more brooms and mops? It is very hard to clean this. Sometimes when I have a community event, it's a little hard. So, just looking at the materials that we have, it would make it so much easier. I love to clean. When there's a community event, there's only two brooms. We'd need a larger broom." Mayor Julian said, "That was my point. A lot of people don't know how to use a broom or a mop."

CM Lizalde asked, "The fee for the reservation lock-in date – is that refundable or not? Does it count towards the actual deposit?" Ms. Sanchez said, "The deposit is to lock in a date for the rental. If the event does not take place, the City keeps the full deposit, no refund. If the event does take place, that lock-in is applied to the applicable deposit amounts. To rent the auditorium for 60 guests, for example, the deposit on the fee schedule shows '\$250'. The lock-in deposit of \$100 would be applied, leaving the deposit '\$150' only."

Mayor Julian asked if the renters sign the checklist. Ms. Sanchez said, "Yes, there's an internal checklist that is more for the building attendant and for documentation purposes to show what was not broken pre-event, etc. There's another checklist that the renters are to sign at the very beginning of the event. The building attendant goes through with the renters to show what the expectations are, and how the facility needs to be returned. So, if there's no refund, the checklist with the renter's signature is shown them which says they understood how the facility needed to be returned, and that wasn't how it was returned, resulting in no refund."

CM Costa, Jr. asked, "Tables and chairs? Are we looking at replacing them for the renters to use rather than renting them?" Ms. Sanchez said, "We only have a budget of \$8,900 to fund that. That may sound like a large amount, but it isn't based on the number of chairs and table that we need. The cheapest option we found is through Costco. The problem, though, is that we don't have a credit card with that big of an amount to make a purchase on. I don't think Costco has the ability to do invoices like we usually do for large cost items. We're still trying to figure out the logistics of all of that. We do have quotes for tables and chairs. We're just trying to figure it all out." CM Costa, Jr. added that the school district recently bought tables and chairs and would look into pricing for comparisons.

CM Hernandez said, "Santa Maria Parks & Recreation donated a small stage. Will we ever use that for rentals?" The question Ms. Sanchez raised was because the stage was so small (about 20'x20'), what charge would we set for that stage? CM Hernandez said, "I feel that stages are so much needed, and it could make us some income."

Ms. Sanchez then asked if there were any changes to the draft fees. She asked, "Would you want me to bring this specific document back with those changes in addition to the Master Fee Schedule? What Philip (Sinco) and I were trying to explain is that the layout will be different. The resolution will be for the Master Fee Schedule to fit that format where this is more for the public to view. If there are changes to the fees, I'd like to know that now so when I present the resolution and Master Fee Schedule, I'll have the correct fees on there." Mayor Julian said, "I'm comfortable with what you have now, using a non-profit discount of a certain amount...sounds like you're close to it anyway." Ms. Sanchez asked, "Would you rather just have a 20% discount?" The mayor said, "That's my thought so they'll know what it is."

Ms. Sanchez said, "I do want to bring back up what Todd had mentioned before. The Recreation & Parks Commission would want an agreement with the school district. To be candid, Dr. Handall would want status quo, meaning not to have a written agreement. I'd be concerned about liability but also, who's doing what. I don't want there to be any miscommunication regarding who's in charge of what. We need a written document." The mayor said, "I talked to Dr. Handall for an MOU. You don't have to do a joint powers type of an agreement but an MOU regarding the auditorium is needed. We have to have a document." Ms. Sanchez asked, "If he stills says 'no', am I able to tell him that they're not allowed..." Several people spoke at once saying to just have an agreement written, call it whatever, but an agreement is needed to go forward.

There were no other comments regarding the proposed fee schedule. Ms. Sanchez said she would make changes and incorporate into the Master Fee Schedule which she'll bring back to the next meeting on September 12th.

12. Community Benefits Agreement between the City of Guadalupe and Element 7 Guadalupe LLC, dba Element 7.

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2023-72 approving the Community Benefit Agreement by and between the City of Guadalupe, a municipal corporation of the State of California ("City") and Element 7 Guadalupe LLC, dba Element 7, a California corporation ("Operator"), located at 859 Guadalupe Street, Guadalupe, CA 93434 (the "Site").

Mayor Julian mentioned that he had a request from Mr. Lupe Alvarez to table this item until a representative was able to attend the meeting. Mr. Bodem said, "I got an email from Mr. Moreno and talked to Josh Black, two (2) of the members. Josh is the one we negotiated with. Mr. Moreno wanted the item tabled, too, because nobody could be here. But at the same time after I talked to them, I said that I feel what they presented in the application and what they presented to the City Council at that time, somewhat mirrors what's in here. So, I indicated to them that...obviously you'd have to vote on this tonight, but in my mind and estimation, I think they might highly consider what's here after I give a brief presentation. If by chance you feel that it should come back, we could always take it back."

Mayor Julian said, "My feeling is we got dinged before for not doing this, not doing that and coming back. My feeling is to have somebody here." Mr. Bodem said, "Yes, they're offering to be a part of this process". The mayor said that we're looking at time here. Mr. Bodem said, "Yes, there's another one that I was planning on putting on September 12th meeting and the other group can go on the second meeting in September. I'd want to keep them separate. We have sort of a timeline where we have to approve these community agreements in September. So, there's some timing on this. All three (3) have submitted their Conditional Use Permits (CUP). Two (2) of them have come back and have been approved by the City Council, including Element 7. The SLO Roots One, they submitted their CUP application on June 1, 2023. They're working on that right now. So, we should have time on that, as well. We're moving along."

Mayor Julian asked, "Philip, what are your thoughts on tabling this?" City Attorney Sinco said, "I'm in favor of tabling it because of the request from the applicant. In case you decide to make a change and they're not here, that would be worse." The mayor asked if a motion to table was needed. City Attorney Sinco said, "Yes, or a motion to continue to the next meeting."

A motion had been made by CM Costa, Jr. and seconded by CM Robles. During discussion, CM Lizalde asked, "If they don't show up at the next meeting, we'll go forward?" City Attorney Sinco said, "Code required them to complete these six (6) months after the effective date of the ordinance since they were already approved before that which means September 30th. But there's flexibility if there's good cause to continue, though. It's not like they're going to lose the right. Two (2) of them already have their CUPs. The last one, SLO Roots One, has until December 31st, although that could be extended if the delay is on the part of the City."

Motion was made by Council Member Costa, Jr and seconded by Council Member Robles to continue this item to the next meeting. Roll Call: Ayes: 5 Motion passed.

13. Update on 866 Guadalupe Street, Code Compliance Case.

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City receive an update on 866 Guadalupe Street, Code Compliance case.

City Attorney Sinco briefly recapped this case. On May 9, 2023, the appeal before the City Council was held. To summarize, it rose out of some unpermitted construction, specially, large amounts of concrete for a parking lot and construction of a retaining wall/fence. It's unknown whether the concrete and retaining wall were constructed in full compliance with the State and local code requirements...particularly, whether the correct amount of rebar was used or if it was installed incorrectly.

After a long period attempting to obtain compliance through code enforcement, a nuisance abatement order was finally issued by the City's Code Compliance Hearing Officer, Jack Owens. There were seven (7) total hearings. The first one was on September 9, 2021, and the final one was on February 8, 2023. At that final hearing, the ruling issued provided that "All violations shall be corrected and inspected on or before Monday, 5-1-2023" ...otherwise, "daily Administrative Penalties of \$250.00 per day, will begin on 5-2-2023 until the maximum of \$10,000 is reached".

As authorized by the City's Municipal Code, an appeal was timely filed. The hearing went forward on May 9, 2023 with the responsible parties, who were represented by Matthew Goodman, who is here tonight. Mr. Goodman stated that he would help the responsible parties get through plan check process and the permit process, which is all the City wanted. At the suggestion of Assistant City Attorney, Wendy Stockton, who was advising the City Council on what to do, the Council continued the appeal with the understanding that staff would bring it back for an update, which is what we're doing tonight.

As stated in the staff report, an application was filed, soon after the hearing on May 19, 2023. City staff requested that a zoning clearance application be filed which it was on May 23, 2023. All application fees were paid with zoning clearance approved on June 6, 2023.

The main issue is that the City's Building Inspector rejected the photographs provided by the applicant as being insufficient for him to conclude that the correct amount of rebar and its placement is in full compliance with the Building Code. As he did in the beginning, he requested that an R-scan be done. ("R" is short for rebar-scan.) The applicant declined to do as they believed the photographs were sufficient. However, in the Building Inspector's opinion, he wasn't able to make a determination he's required to make based on the photographs. As a result, he was unwilling to issue the building permit.

An R-scan is like an x-ray or ground penetrating radar which can help show the amount of rebar used so the Building Inspector can make the necessary determination. The only issue is that there will be some excavation required resulting in additional expense. For the R-scan, the excavation or destruction of the wall will be required to get into to see the rebar. The email sent to me, at my request, by the Building Inspector stated that his opinion is that it's an unreasonable request because the price range for the R-scan is about in the \$1,200.00 range with additional costs for the excavating in the parking lot.

Mr. Goodman then spoke, saying, "What Mr. Rose is leaving out is the other expenses which will bring this to around \$20,000 on an estimate. If I was to give my opinion, I'd have them pay the \$10,000, not \$20,000 on the wall. This is a non-habitable area...it's not a balcony. It's a CMU wall that we've sent pictures of. In his report, Mr. Rose said that 'it just went up...the wall just appeared'. We have pictures of this, three (3) years of pictures showing the cement truck, showing the dumpster, the debris...everything he's alleging here that he didn't see, are in photographs that had been submitted to you in your agendas for these other meetings that I was not there for. He's asking for a 3'x2' trench for excavation to see that rebar which would cost \$20,000 to repair. The wall's built right. It's \$20,000 down the drain...because this guy says you can't look at pictures.

Mr. Goodman then referenced being in the Northridge earthquake back in 1994. He said, "Every CMU wall that was approved and permitted fell down. This is a 6-foot wall with a fence on it. It's not going to fall down. It's been there for three (3) years. We're asking for the City Council to accept the photographs because an R-scan is going to show you the exact same things the photographs have. There are a lot of things that aren't up-to-code that are habitable. The bathrooms in this place [City Hall] are not up-to-code yet, this is a habitable building. We're talking about a CMU wall that was built properly with the amount of rebar. The reason it was not permitted properly by the Building Department is because when Jose (Martinez) went to the Planning Department and explained he was building a wall, he explained it was 6 feet. The Building Department said a permit wasn't needed."

He continued saying, "If that instance was circumvented, we wouldn't be here right now. I wouldn't be here right now. We built it right. Huge amount of crew. A lot of money went into this thing. You're going to R-scan and see that everything's built up-to-code. It's not something that's going to take an engineering stamp. We're not having an engineering company assume liability. Let Jose assume liability. Let it be a 'as built permit' and let him assume liability. I've had that happen before in other instances with other things with these types of discrepancies. This is all I have to say when we're talking about almost an inanimate object. Especially with discrepancies and the size of the properties...a difference in 7 feet. There's nothing here. There're too many discrepancies to say he needs an R-scan when it's completely taken care of. This guy, Mr. Rose, is just sensationalizing everything. He's almost done with his job...he's going on vacation to Northern California in a month. He's just throwing things out there. It's not necessary. That's all I got to say."

CM Hernandez said, "We said we would like an R-scan the last time you were here. We asked that you work with us and give us an update. You have no new findings for us since the last time you were here?" Mr. Goodman said, "I don't recall that, to be honest with you. I was here to make sure we were able to comply and get everything into plan check."

CM Hernandez then said, "I think it was clear what we needed to move forward. I was just wondering if there was anything new." Mr. Goodman said, "No, I believe not...we were here to move forward with compliance so that, as you stated, get the zoning and planning. We did get approved by planning and zoning and paid the fees. If we didn't do that, an R-scan would basically be unnecessary because we didn't get approved by planning or zoning. So, that would be moot until this meeting anyway. It's Mr. Rose's opinion that an R-scan is needed. You're going to cause someone \$20,000 to do something that will show you it's been done well. All the pictures that we sent...any contractor who lays concrete can tell you the same thing that I am. I just design these things...but I can look at the pictures and see everything and all the horizontal and vertical rebar that's required. It's not a

safety hazard. It's not a two-story balcony that doesn't have the proper footings. It's not a habitable area that may cause a fire or something. If a seismic anomaly happens, yeah, maybe that wall will fall down in a 6.0 quake. That's what I have to say."

Mayor Julian then said, "We didn't see any pictures." Mr. Goodman interjected, "Yeah, they're there." The mayor continued, "Our consultant, the Building Inspector, did." Mr. Goodman questioned that. The mayor said, "That's his job." Mr. Goodman asked why the City Council never saw the pictures. City Attorney Sinco added, "You guys never gave us the pictures. You might have submitted them to the Building Department. We never saw them prior to your arrival on the scene. Just so it's clear. The City Council never saw them." Mr. Goodman mentioned that he had more pictures on his computer that he had with them. The mayor did acknowledge that the Council had the pictures at the meeting.

CM Lizalde said, "The last meeting you attended, we went outside our parameters and allowed this to be reviewed by staff which was at the direction of the Council. The pictures were to be reviewed by Mr. Rose to see if they were sufficient/ Looks like our Building Inspector determined that they were not sufficient. That's the way I see this...is that correct?" City Attorney Sinco said, "That is correct."

Mr. Goodman said, "In his opinion...here are the pictures. I can explain all of these." CM Lizalde interjected, "Mr. Rose is the professional who we contract with to make that determination. The determination he's made is that he is not willing to sign off on that because he feels, in his professional opinion, that this was insufficient to determine what is acceptable or not. I just want to make sure we're clear on that. Correct?" Again, City Attorney Sinco answered, "Correct. I have some more things to say about that, if necessary, but that is correct."

At this point, Mayor Julian asked City Attorney Sinco to continue, and he did say, "Normally, in a situation like this, Council doesn't have the authority to overrule the Building Inspector because it's a Building Code issue because the person has the expertise. There's supposed to be what's called a 'Board of Appeals' to...you normally would bring to the Building Official if there was an issue. If the Building Official was agreeable to the applicant, they could appeal to the Board of Appeals. We don't have a Board of Appeals. They're very rarely used. We do have a Building Official, though. If the City Council wants a second opinion, we could have our Building Official, which is JAS Pacific, take a look and speak with Mr. Goodman...review Mr. Rose. That would be something I'd be willing to recommend rather than having you feel that you need to make the decision, either Mr. Rose or Mr. Goodman. It might not be a bad idea to get a second opinion, just in case...I doubt very much that it's \$20,000 to excavate two 3'x2'..." Mr. Goodman said, "2'x3'...you have to excavate all that...then you have to dispose of all that. Then you have to do the re-concreting." City Attorney Sinco then said, "We would probably want to get an estimate on that, too." Mr. Goodman said, "We did" ...City Attorney Sinco added, "You didn't provide it to me before the meeting." Mr. Goodman quickly said, "Oh, you're right. I agree." City Attorney Sinco said, "I'd be willing to recommend that we appeal to the Building Official and then report back at either the next meeting or the one after, depending on how long it takes."

Mr. Goodman said, "Let's just say, for argument's sake, it costs \$17,000 total with the R-scan. Why wouldn't he take the \$10,000 fine? It's cheaper. I'm just throwing that out there...what makes that

not a better deal?" The mayor then said that there was another person who requested to speak. Mr. Goodman said he had other pictures he wanted to show and walked up to CM Robles.

Request to Speak

George Alvarez: It's like being in the middle of a circus. I've been part of the process observing. We have a (expletive) department in Building here. They can't give you the specific answers...I'm serious. I've gone through the process, and you don't get a straight answer. We don't have sufficient staff that are knowledgeable that know in the department when they're there. The letter submitted to Jose [Martinez], page 4, bottom, last paragraph where it specifically states that...Here's the thing that bothers me as a citizen of this community. We elected you guys to do the job. You have the power...in fact, you, Mr. Mayor, have ultimate power on a lot of things. You do...it's amazing. You can circumvent things on your own if you want. That's the power of the mayor. The point here is when does staff tell a person that applied for, not even for a variance, a hearing to come up with... What do you think? We don't want to do... Don't worry about the City Council. They have no authority. Fine, if that's the case. What a waste of time. If I was the recipient of this letter, I'd say, 'Really? You wasted my time knowing that, regardless of the people that represent me, the City, have no authority in this? What are you doing as a council, from that respect? Never, ever not question the integrity of your staff. They make mistakes...a lot of them have problems. A lot of them are biased. That happens...that's part of the human element. I've seen a lot of bias in the Fire Department in this situation. Of all people, do you want him... ? It's cheaper to tear down the fence and put up a wooden fence. Solve the problem. But then again, the message is clear: Why build in Guadalupe when we don't have appropriate staff to give the necessary direction to the person without dealing with this (expletive). That's my personal opinion being on the Planning Commission for four (4) years and seeing this (expletive) in front of my eyes."

CM Costa, Jr asked, "Mr. Alvarez, you're okay if your neighbors don't get an approval to put up something that requires a permit" Mr. Alvarez said, "No, no, I have to go back-and-forth on this. I'm talking about this case. It's solvable...either knock it down or decide what you want. It shouldn't have got to this point. Accept it. You're dealing with these people."

Mayor Julian said, "We've heard from sources...we've heard from our legal counsel. I recommend going to the next step and using JAS Pacific for a second opinion. City Attorney Sinco said, "I appreciate that. I want to avoid any appearance of bias. Having a second opinion look at it only helps us in the long run. I agree with your recommendation, or your decision."

Mr. Reuben Dorado, one of the responsible parties, spoke saying, "Like Mr. Goodman said, I looked at the report. What really bothered me was it said that the wall suddenly appeared. This wasn't a project that took a month, or a day, or two months. It was a project that took more than six (6) months. I don't know where Code Compliance was at the time. You can see the wall from back-to-back from Masatani's to over by the end of where the church is. Of course, we're not knowledgeable about building permits or knowledgeable about anything. Our intent was to create something we wanted to do, and that's what we did. Again, like I said, on our end it was our fault that we were ignorant to the facts that there might have been some permit that we needed to get. We came to the professionals to see if we needed a permit. They said it had to be no bigger than six feet, I believe. We thought we were in the right at that point. What bothers me is that you guys are professionals, that's there's Code Compliance, there's firefighters, and no one said anything to us. So, this wasn't

a project that suddenly appeared. It's almost a year to finish. And that's what bothers me the most is that all of a sudden, we're now being constantly hit, wasting time and effort. I've stressed about this since day one because of this. Honestly, it just isn't right. I hope you, City Council, have a clear view of what's going on. We're only human. We all make mistakes. Again, I think it's part of both sides of our faults. Not just us but probably the City's, as well. So, I want to know if you guys understand that."

Mayor Julian said, "Thank you and Mr. Alvarez mentioned that we're responsible. Our responsibility is hiring staff that keep us legally in line with engineering. I really don't know much about engineering. And we have some recommendations by our attorney." At this point, he asked Mr. Martinez if he wished to speak to come to the podium.

Mr. Martinez asked to clarify some things. He said, "The attorney said several times that in hearings, we didn't present evidence and can't accept any now because we didn't present in the beginning. Is that right?" City Attorney Sinco, "If I understand you, you didn't present any evidence at the seven (7) administrative hearings. By the time you filed an appeal and tried to present evidence, the code specifically prohibits introduction of new evidence at an appeal. Is that what you're saying?" Mr. Martinez agreed that was what he said. Then Mr. Martinez said, "Yes, I suggest if you check hearing #2 and your recordings, we wanted to present evidence. We had the pictures we're showing right now. The Hearing Officer rejected them as evidence. He said he didn't want to see those. Therefore, we didn't have any information to present. We didn't present anything after that because they were rejected at the beginning. We had all those pictures. You can ask Reuben. We had everything to present...it was rejected. Therefore, it wasn't presented."

City Attorney Sinco said, "I'd like to respond. The Hearing Officer is not a building technician, not a building inspector. If I remember correctly, I don't remember him rejecting that evidence. I'll doublecheck that myself. The Hearing Officer's point was that he wanted you to file permits and plans with the Building Division. That's what he wanted to see. He didn't want to make a decision about whether you had the right amount of rebar. The fact is that we've allowed you to present the evidence now after the conclusion of the hearings, in spite of what the code says. So, it's kind of a 'no harm, no foul', in my opinion. You're allowed to present those pictures now to the appropriate people, and you have done that. Unfortunately, for you, the Building Inspector has rejected that. So, as a further accommodation to you... You think we're so hard on you, but I've been bending over backwards trying to help you from the beginning. I recommended to the City Council that they ask the Building Official who's a higher-level person to hear your side of the story."

Mr. Martinez then said, "I appreciate that. However, I see that we're going to the beginning. We're just wasting time. Just might as well say it. Knock it down, and that's it. Since day one, you requested an R-scan or whoever requested an R-scan of the wall. We went through full hearings and everything. The only reason we haven't complied with the R-scan is because it costs \$20,000. I don't have \$20,000 to throw away just for the satisfaction of someone saying 'oh, yeah, it's done correctly, thank you. I don't have \$20,000, and that's the only reason we haven't complied. I'd rather, if it goes to that point, knock down the wall. It's cheaper for me to knock it down and not spend \$20,000 on it. This is the only reason why. It's not that we didn't want to comply or give you guys a hard time. It's just because of money...that's all. And again, we have pictures, also, that Patrick (Schmitz, Fire Captain) took of the chickens I have while the construction was going on. How come he never acknowledged that? We never tried to do this in a bad way...to say we're trying to get away with

something. We came here to ask for permission, like the rules say. We take some fault, not having the knowledge of all the stuff going on. And again, we did it in a good way. Thank you."

The mayor said that it sounds like the R-scan is for a portion of the wall, not the whole wall. Mr. Martinez said, "Correct. But they're going to make big holes. I have the crew coming to the property telling me that they're going to make a hole 3'x2', here, here, and it's going to cost about \$20,000." City Attorney Sinco said, "In all fairness, I didn't have the cost for the excavation of the concrete. Mr. Rose believed it wouldn't be that significant, but he didn't have a number. I think it's fair to provide that to you, as well, at the next hearing. We'll get our own estimate. Then we'll know the exact cost of what we're asking for." CM Lizalde said, "At this point, it looks like we're getting a second opinion, just to make sure we're honoring that and not just us saying 'well, staff said...' At that point, depending on how that goes, we'll go from there. Correct?" City Attorney said, "Correct."

Mr. Martinez asked, "The second opinion is coming from who? From somebody from the City or is it someone independent?" City Attorney Sinco said, "They are independent. They are the Building Official, who are independent under the law. The decision of the Building Official cannot be overruled by the City Administrator or the City Council. It's in the Building Code that they are the highest authority in the jurisdiction regarding Building Code questions. So, they outrank the Building Inspector. It's like their boss. We have a contractor now, JAS Pacific, highly qualified, and they are the ones, under the law, who are authorized to make this determination. If you don't like it, we'll figure out if there's a way for you to appeal it. But it won't be to the City Council because that isn't allowed under the Building Code." Mr. Martinez asked, "Can we get our own independent second opinion?" City Attorney Sinco said, "Sure, you can do whatever you want."

CM Robles said that he personally would like to see pictures. City Attorney Sinco said, "Sure. I was relying on the Building Inspector's opinion on the pictures that he wasn't satisfied with the pictures to make the determination that he is empowered to make under the law. I had to rely on his opinion. And, as I said, I couldn't overrule it, and the Council couldn't overrule it."

CM Lizalde added, "I'm not an engineer as the mayor has stated, too. I don't feel comfortable even giving an opinion on the pictures. My apologies if you don't agree with that. I would feel much more comfortable if a professional, who is certified, will give us a determination if we're being legal or not." CM Hernandez said, "I think after hearing Mr. Goodman saying that if there was a 6.0 earthquake, that wall would fall. We're seeing climate change on the rise. So, I do want to see due diligence working with the community."

Mayor Julian said, "We can't override the Building Inspector. So, the next step is to have JAS Pacific come in. What pays for that?" City Attorney Sinco said, "The responsible parties have complained about how much money this has cost them. It's cost us a lot and a lot of time, as well. We'll be paying for that along with everything else that we've been paying for in trying to get compliance."

Mayor Julian said, "You have direction?" City Attorney Sinco responded affirmatively. At this point, CM Robles asked, "Mr. Goodman, are there other pictures besides these?" Mr. Goodman attempted to explain about the pictures but was interrupted by Mayor Julian who said, "We've given direction to the city attorney and staff. Excuse me." Mr. Goodman said he'd email pictures. The mayor thanked him.

14. FUTURE AGENDA ITEMS

City Attorney Sinco: Remove "Sidewalk Vending Ordinance" from 'Other Unscheduled Items' "Tree Ordinance" – schedule for September 26th meeting

15. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

CM Costa, Jr.: Wednesday, August 23rd, is "Day of Hope" – fundraisers will be in front of the post office and Hwy 1 and Hwy 166. On Thursday, August 24th – fundraiser for McKenzie Middle School: tri-tip sandwich, chips and drink for \$10.00.

CM Robles: Bulldogs play Saturday, August 26th, at Nipomo Regional Park. The schedule is: Bantams at 9am; Juniors at 11am; Intermediates at 1pm, and Seniors at 3pm.

Mayor Julian: SBCAG and Cal Trans did a walk-through at Tayler Farms in the past several weeks. They're working through the "matrix" of truck flow as well as the traffic along Pasadera, Hwy 1/166 plus the potential traffic throughout Guadalupe as this planned construction, about \$13M, moves forward.

APCD announced that there is additional funding for cities, non-profit agencies, and businesses for upwards of 70% financial assistance in converting gasoline powered devices from weed whackers, to tractors through state funding and available to Santa Barbara County entities. Starting in January 2024, no gasoline powered devices will be sold in California.

CM Hernandez: There is the "Empty Bowls" fundraiser on Wednesday, October 18th, at the Santa Maria Fairpark.

16. ADJOURNMENT TO CLOSED SESSION MEETING

Items to be discussed in closed session are: 1) "Public Employee Performance Evaluation"; 2) "Public Employee Performance Evaluation", and 3) "Conference with Labor Negotiators".

Motion was made by Council Member Costa, Jr and seconded by Council Member Lizalde to adjourn the meeting to closed session. 5-0 Motion passed. The meeting adjourned to closed session at 8:21 p.m.

17. CLOSED SESSION AGENDA

Conference with Labor Negotiators

(Subdivision (a) of Gov. Code Section 54957.6)

Agency designated representatives: City Administrator and Human Resources Manager

Employee organizations: Service Employees International Union (SEIU), Local 620; Guadalupe Police Officers Association (POA); International Association of Fire Fighters (IAFF), Local 4403.

Public Employee Performance Evaluation
(Subdivision (b) of Gov. Code Section 54957)
Title: Director of Public Safety

Public Employee Performance Evaluation
(Subdivision (b) of Gov. Code Section 54957)
Title: City Attorney

18. ADJOURNMENT TO OPEN SESSION MEETING

Motion was made by Council Member Costa, Jr. and seconded by Council Member Lizalde to adjourn to open session. 5-0 Motion passed. Meeting adjourned to open session at 10:05 p.m.

19. CLOSED SESSION ANNOUNCEMENTS

There was "no reportable action".

20. ADJOURNMENT

Motion was made by Council Member Costa, Jr. and seconded by Council Member Lizalde to adjourn meeting. 5-0 Motion passed. Meeting adjourned at 10:06 p.m.

Prepared by:

Approved by:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023**

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Consider entering into an agreement with Townsend Public Affairs for professional Grant Writing and Administrative Services.

RECOMMENDATION:

It is recommended the Council adopt Resolution No. 2023-71 authorizing the city to enter into a Grant Writing and Administrative Services Agreement to the City of Guadalupe with Townsend Publics Affairs.

BACKGROUND/DISCUSSION:

At the June 27, 2023, City Council meeting, during a discussion about the proposed fiscal year 2023-2024 budget, the Council talked about the need to create a comprehensive grants action plan. The Council suggested that a budget of \$66,000 would be appropriate in FY 2023-24 for this purpose.

City staff have achieved a substantial track record of grant awards at the local, regional, state, and federal level; especially, over the past three (3) years totally approximately \$25,000,000. Grant submissions have been completed ad hoc as opportunities become available, several of them from city departments along with the help of Los Amigos de Guadalupe (LADG); however LADG has decided to cease its operations at the end of September, so the City no longer has LADG’s assistance for finding and applying for grants. The city has been successful and wants to continue to pursue opportunities that may be missed that can benefit the city.

Current staff bandwidth cannot guarantee the maximization of grant opportunities. City staff would like to develop a strategic system with the objective set to prioritize, plan, and create support to increase grant submission volume and the likelihood of success.

A comprehensive grants strategy will serve as a tool that clarifies strategic focus on grant objectives and promotes alignment between City Staff, City Council, and Community as grants are pursued. City staff has experience working with Townsend Public Affairs, the consultant hired under contract by the city to write and submit a grant application where the city was awarded an U.S. Economic Development Administration (EDA) grant in the amount of \$5,000,000 for the new addition to the existing Historic Royal Theater project.

City staff received three (3) proposals from Townsend Public Affairs, Renne Public Policy Group, and California Consulting Inc.

<u>Proposers</u>	<u>Cost</u>
<i>Townsend Public Affairs</i>	<i>\$5,000/month</i>
Renne Public Policy Group	\$5,500/month
California Consulting Inc.	\$4,100/month

Note: Townsend Public Affairs and Renne Public Policy Group's monthly retainer include all reimbursements of out-of-pocket expenses while California Consulting, Inc. does not.

The city staff is interested in working with Townsend Public Affairs to ensure it has the established clear subject matter expertise and experience on grants applicable to the City's focus areas.

Scope of Work

Following and attached to the resolution is a summary scope of work to create, launch, and execute grant writing services and administration between the city staff, City Council in collaboration with the recommended consultant, Townsend Public Affairs:

- Conduct Detailed Orientation
- Craft Strategic Fund Plan
- Identify, Research, and Monitor Grant Funding Opportunities
- Community Outreach
- Grant Application Development and Submittal
- Establishment of Clear Accountabilities
- Provide Overview of Full Applications Requirements
- Assemble Project Background and Details
- Coordinate Technical Project Details
- Draft Written Proposal
- Submit Completed Application
- Funding Advocacy
- Post-Award Grant Administration and Compliance
- Post-Award Services – Above and Beyond Advocacy
- Comprehensive Follow-Up on Unsuccessful Applications
- Provide Monthly Progress Reports

City Council Strategic Goals/Objective

This staff report aligns with several of the goals and objects adopted in the goal statement for FY 2022-2023, more specifically, enhance fiscal stability.

Options Available to the Council

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

If the City Council chooses the first option above, the new agreement will be effective as of September 12, 2023.

FISCAL IMPACT:

The proposed fiscal year 2023-2024 budget includes \$66,000 allocated for grant writing services. This may not be needed since, as grants are awarded, administration (city staff and consultant) hours may be reimbursable and would, therefore, reduce the budget/fiscal impact. The proposed agreement is a retainer for \$5,000 per month for an agreement that will continue until either party provides thirty (30) days' notice of termination.

ATTACHMENTS

1. Resolution No. 2023-71
2. Agreement for Consultant Services between the City of Guadalupe and Townsend Public Affairs

RESOLUTION NO. 2023-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS FOR PROFESSIONAL GRANT WRITING AND ADMINISTRATION/ADVOCACY SERVICES

WHEREAS, in 2022, Guadalupe approved the several city goal statements for Fiscal Year 2022-2023, one that set a goal of securing the city's financial future; and

WHEREAS, city staff have achieved a substantial track record of grant awards at the local, regional, state, and federal level; especially, over the past three (3) years totaling approximately \$25,000,000 in grants awarded; and

WHEREAS, city staff bandwidth cannot guarantee the maximization of grant opportunities and a plan to write and manage them in the future if the city does not seek outside assistance the help support this endeavor; and

WHEREAS, at the June 27, 2023, City Council meeting during a discussion about the proposed FY 2023-2024 budget, Council expressed the need to create a comprehensive grants action plan and proposed a budget amount of \$66,000 to fund this service; and

WHEREAS, it is expected that a significant portion of the grant services costs are of an administrative nature for various grants and the potential exists that some or all of the grant writing and administrative services costs would be reimbursable, and therefore, may reduce the budget impact; and

WHEREAS, the city has experience with Townsend Public Affairs which wrote, and the city received, a \$5,000,000 U.S. Economic Development Administration grant to construct an addition to the existing historic Royal Theater building; and

WHEREAS, since its inception in 1998, Townsend Public Affairs has earned a reputation in providing experiences, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer services they deserve; and

WHEREAS, the city now desires to enter into a professional services agreement with Townsend Public Affairs not to exceed \$5,000 per month for grant writing and administrative and advocacy services on an on-going basis until either party provides thirty (30) days' notice of termination of the agreement.

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

SECTION 1. The Agreement for Consulting Service between the City of Guadalupe and Townsend Public Affairs, attached to the staff report for this item and incorporated in this resolution, is hereby approved.

SECTION 2. The Mayor is authorized to sign the Agreement with Townsend Public Affairs on behalf of the City.

SECTION 3. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-71**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
TOWNSEND PUBLIC AFFAIRS**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 12th day of September 2023, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and TOWNSEND PUBLIC AFFAIRS ("**Consultant**").

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

Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement shall commence on September 12, 2023, and continue until either party provide thirty (30) days' notice of termination as provided in Section 18 or immediate for a material breach.

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 \$5,000 per month as a retainer as indicated on Page 26 of Exhibit A.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (Administration, ministerial, and discretionary review). City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for

correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

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

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

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

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

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

Section 7. Consultant's Books and Records.

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

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

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

Section 8. Status of Consultant.

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

(b) The Consultant shall not obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local

laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

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

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

Section 13. Conflicts of Interest. Consultant will comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Consultant who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Consultant or Contracting firm to notify that City of any staff changes relating to this Agreement.

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

Initials

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

Section 14. Confidential Information; Release of Information.

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

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

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

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "**Indemnitees**") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "**Claims**") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or

death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

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

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

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

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

Consultant shall provide the following types and amounts of insurance. Without limiting Consultant's indemnification of CITY, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement,

policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

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

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

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

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

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

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

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

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

(3) Workers' Compensation and Employer's Liability: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. Termination of Agreement.

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

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

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

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

Section 19. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 20. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 21. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

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

**To Consultant: Townsend Public Affairs
1401 Dove Street, Suite 330
Newport Beach, CA 92660
ATTN: President**

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

Section 23. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

Section 25. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 26. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 27. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 28. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of

reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 29. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 30. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

CITY:

CITY OF GUADALUPE

By: _____
Ariston D. Julian, Mayor

CONSULTANT:

TOWNSEND PUBLIC AFFAIRS

by: _____
Christopher Townsend

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



WWW.TOWNSENDPA.COM

SACRAMENTO • WASHINGTON, DC
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA
SOUTHERN CALIFORNIA

**Proposal for
Grant Writing Services**

July 12, 2023

July 12, 2023

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

Dear Mr. Bodem:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Grant Writing Services to the City of Guadalupe ("City").

Since its inception in 1998, TPA has earned the reputation as **Champions for Better Communities** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over \$2.7 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Guadalupe.

Yours truly,



Christopher Townsend
President

FIRM OVERVIEW

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- **Founder/Owner/President:** Christopher Townsend
- **Advocacy Success:** Shepherded **over 100** client-sponsored legislative proposals into law
- **Funding Success:** Over **\$2.7 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- **Longevity:** 25 years (founded in 1998)
- **Number of Employees:** 20
- **Number of Registered State and Federal Lobbyists and Grant Writers:** 16
- **Number of Offices: Five**
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- **Types of Clients:**
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K–12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- **Areas of Specialization:**
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance



GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Water and Sanitation	\$128.9 Million	\$12.9 Million	\$141.8 Million
Transportation	\$619.2 Million	\$233.3 Million	\$852.5 Million
Education	\$253.1 Million	\$49.9 Million	\$303.0 Million
Parks and Recreation	\$255.4 Million	\$30.1 Million	\$285.5 Million
Cultural Resources	\$139.7 Million	\$14.2 Million	\$154.0 Million
Housing and Development	\$719.2 Million	\$26.7 Million	\$745.9 Million
Public Safety	\$138.7 Million	\$79.0 Million	\$217.8 Million
TOTAL	\$2.3 Billion	\$446.4 Million	\$2.7 Billion

A DETAILED 20-PAGE SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



EXAMPLES OF SUCCESSFUL STATE/FEDERAL EARMARKS

In addition to TPA’s successful history of securing grant awards on behalf of our clients, our firm has extensive experience in both the state and federal budget process. The following charts detail TPA’s success in securing state and federal earmarks over the past several years:

FY 2022-23 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
California Academy of Sciences	Thriving California Environmental Learning Plan	\$2,100,000
City of Agoura Hills	Linear Park Project	\$6,000,000
City of Anaheim	Boysen Park Rehabilitation	\$15,000,000
City of Berkeley	Marina and Pier Projects	\$15,000,000
City of Buena Park	Water System Improvements	\$5,000,000
City of Compton	Artesia Boulevard Bridge Rehabilitation	\$12,000,000
City of Costa Mesa	Citywide Park Project	\$10,000,000
	Ketchum Liboldt Park	\$1,200,000
	Fairview Developmental Center	\$3,500,000
City of Del Mar	Del Mar Bridge Replacement Project	\$2,200,000
City of Dinuba	Fire Department Equipment and Training	\$2,000,000
City of Farmersville	Fire Station Construction	\$7,000,000
City of Fremont	Teen Center Building Upgrades	\$8,000,000
	Sabercat Bridge and Trail project open space acquisition and planning	\$6,000,000
	I-680 Sabercat Bridge Infrastructure	\$6,000,000
	Housing Navigation Center	\$500,000
City of Fullerton	Navigation Center Project	\$6,000,000
City of Gardena	Broadband Infrastructure	\$4,000,000
	Revitalization of Gardena Boulevard	\$2,000,000
City of Hayward	Scattered Site Housing Model to Create Cost-Effective Permanent Housing for unhoused individuals	\$5,400,000
City of Huntington Beach	Mental Health Crisis Unit	\$1,500,000
City of Irvine	Sweet Shade Park	\$2,800,000
	Mental Health Crisis Unit	\$1,500,000
City of La Habra	Imperial/Coyote Creek Sinkhole	\$8,500,000
City of Laguna Beach	Mental Health Crisis Unit	\$1,500,000
City of Merced	Merced Regional Fire Training Center	\$3,000,000
City of Oakland	Teachers Rooted in Oakland (TRiO) Program	\$5,000,000
City of Palo Alto	Replacement of Fire Station 4	\$5,200,000
	Newell Road Bridge Replacement	\$2,000,000
City of Parlier	Parlier Police Station	\$2,500,000
City of Santa Clara	Magical Bridge All-Inclusive Playground in Central Park	\$800,000
City of South San Francisco	Linden Park Project	\$3,200,000
	County of San Mateo Union Community Alliance	\$1,500,000
City of Tustin	Centennial Park Rehab Project	\$4,800,000

FIRM OVERVIEW

Discovery Cube Los Angeles	Sustainability Park Project	\$5,000,000
Discovery Cube Orange County	Santiago Creek Sustainability Park	\$10,000,000
Imperial County	Lithium Valley Specific Plan and PEIR	\$5,000,000
Land Conservancy of San Luis Obispo County	Camatta Ranch Preservation	\$2,500,000
North Orange County Public Safety Task Force	Servicing the Public Safety Collaborative efforts within the cities of Anaheim, Brea, Buena Park, Fullerton, La Habra, Stanton, and Placentia	\$8,000,000
Oakland Museum of California	Calli Americas Poster Collection Digitizing and Cataloguing Project	\$250,000
Port of Hueneme	eCrane - Electrical Crane Plug-In Infrastructure	\$5,000,000
Tri-Valley Cities Coalition	Valley Link Rail Project (Environmental Study and Preliminary Engineering)	\$5,000,000
TOTAL FY 2022-23 STATE BUDGET EARMARKS:		\$200,950,000

FY 2021-22 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
City of Costa Mesa	Regional Fire and Rescue Facility Improvements	\$2,500,000
City of Del Mar	Del Mar Fairgrounds Operating Shortfall	\$3,500,000
City of Emeryville	Affordable Housing Site Remediation	\$2,500,000
City of Farmersville	Fire Engine Acquisition	\$750,000
City of Fremont	Mission Blvd Interchange Modernization Project	\$7,200,000
City of Fullerton	Hunt Library Restoration	\$2,750,000
	Homelessness Recuperative Center	\$4,000,000
City of Half Moon Bay	Carter Park Renovation Project	\$4,750,000
City of Hayward	Hayward Navigation Center	\$662,000
	South Hayward Youth Family Center Project	\$1,000,000
City of Irvine	Bommer Canyon Fire Prevention Efforts	\$1,000,000
City of Lafayette	Safe Pathway for Children Trail	\$238,000
City of Modesto	Infrastructure Improvements to County Islands	\$5,000,000
City of Oakland	Oakland Fund for Public Innovation for the California Entrepreneurship Capital in the Community Initiative	\$8,000,000
	Local Jurisdiction Assistance for Cannabis Equity Program	\$9,905,020
	Oakland MACRO Project	\$10,000,000
	Port of Oakland Freight and Passenger Infrastructure Enhancements	\$280,000,000
City of Pismo Beach	Public Safety Communications Equipment	\$470,000
City of Reedley	Olson/Kings River Sewer Main Replacement	\$2,800,000
City of San Leandro	Memorial Park Rehabilitation Project	\$2,750,000
City of San Pablo	Alternative Policing and Mental Health Program	\$2,000,000
City of Santa Ana	Youth Facilities Improvements	\$4,000,000
City of South San Francisco	Vehicle License Fee Adjustment	\$3,000,000
City of Tracy	Multi-Generational Recreation Center	\$5,000,000



FIRM OVERVIEW

City of Tustin	New Emergency Backup Generator	\$1,500,000
Discovery Science Foundation	Discovery Cube of Orange County Re-Opening Operating Expenses	\$2,040,000
	Discovery Cube of Los Angeles Re-opening Operating Expenses	\$2,600,000
North Orange County Public Safety Task Force	North Orange County Public Safety and Homelessness Task Force Program Extension	\$7,800,000
TOTAL FY 2021-22 STATE BUDGET EARMARKS		\$377,715,020

FY 2019-20 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
City of Agoura Hills	Stormwater Treatment Project	\$1,000,000
City of Avalon	Underground Fuel Tank Removal and Replacement	\$500,000
City of Buena Park	Historical Facilities Renovations	\$500,000
City of Costa Mesa	Lions Community Park	\$1,000,000
City of Dinuba	Water Well Replacement	\$1,000,000
City of Huntington Beach	Multi-Use Blufftop Path	\$1,700,000
City of Laguna Beach	Laguna Canyon Road Fuel Modification	\$1,000,000
City of Oakland	Public Safety Projects	\$4,000,000
	Bus Services	\$1,000,000
City of Selma	Storm Drain, Storage, and Recharge	\$1,500,000
Discovery Cube of Los Angeles	Natural Resources Pavilion	\$5,000,000
Discovery Cube of Orange County	Property Acquisition/Parking Structure	\$10,000,000
East Contra Costa Fire Protection District	Equipment, Vehicles, and Facilities Acquisitions and Improvements	\$500,000
North County Transit District	Del Mar Bluffs Stabilization Project	\$6,130,000
Tri Valley Cities Coalition	Dublin Sports Grounds All-Abilities Playground	\$1,400,000
TOTAL FY 2019-20 STATE BUDGET EARMARKS		\$36,230,000

**CUMULATIVE TOTAL STATE BUDGET EARMARKS
FOR FY 2019-20, FY 2021-22, AND FY 2022-23:**

\$614,895,020



FY 2023 FEDERAL APPROPRIATIONS EARMARKS		
Client	Project	Amount Awarded
City of Avalon	Pebble Beach Road	\$2,000,000
Affordable Community Living	Veteran Housing Project	\$1,000,000
City of Berkeley	Martin Luther King Junior Youth Services Center Renovation	\$750,000
City of Del Mar	Shoreline Access Improvement Project	\$750,000
Discovery Cube Los Angeles	Community Pavilion and Gardens	\$2,000,000
Discovery Cube Orange County	Santiago Creek Festival Grounds Sustainability Park	\$2,000,000
City of Dinuba	Well 21	\$1,500,000
City of Emeryville	Intergenerational Affordable Housing Project on San Pablo Avenue	\$500,000
City of Gardena	Rosecrans Community Center	\$1,000,000
Guadalupe Union School District	Early Childhood Education Center	\$2,000,000
City of Half Moon Bay	Highway 1/ Frenchman Creek Intersection and Bike/Ped Improvements	\$2,000,000
City of Hesperia	Cedar Street	\$2,000,000
City of Lafayette	School Street Safe Routes to Schools	\$3,100,000
Merced County Association of Governments	YARTS Fleet Replacement Project	\$3,680,000
City of Murrieta	Keller Ave Interchange	\$2,600,000
North Orange County Public Safety Collaborative	Collaborative Funding	\$5,000,000
City of Oakland	Coliseum Place Affordable Housing Project	\$750,000
City of Oakland	Procedural Justice/Community Police Trust	\$646,000
City of Oakland	Lincoln Center Resilience Hub	\$2,000,000
Orange County Housing Finance Trust	Funding to Support Permanent Supportive and Low-Income Housing	\$3,000,000
City of Ontario	Active Seniors on the Go	\$439,094
City of Pleasanton	PFAS Treatment and Well Rehabilitation Project	\$2,000,000
City of Palmdale	Ave. M Grade Separation Project	\$2,000,000
City of Palmdale	Ave. M Grade Separation Project	\$1,500,000
City of Parlier	Police Station Rehabilitation and Improvements	\$875,000
Rancho Santiago Community College District	Workforce Development Pathways Targeting Dislocated and At-Risk Populations	\$2,000,000
City of Santa Clara	Fire Station Microgrid Project	\$500,000
City of Santa Clara	Anna Drive Neighborhood Flood Protection Project	\$3,000,000
City of South El Monte	Merced Avenue Greenway Project	\$3,000,000
Sunline Transit Agency	Fueling Infrastructure Expansion	\$2,500,000
City of Tulare	Water Delivery System	\$500,000
City of Tulare	Emergency Homeless Shelter	\$1,500,000
Yorba Linda Water District	Green Crest Lift Station	\$300,000
Yosemite Community College District	Modesto Junior College Regional Fire Training Facility Apparatuses and Props	\$2,000,000
TOTAL FY 2023 FEDERAL APPROPRIATIONS EARMARKS		\$60,390,094



FY 2022 FEDERAL APPROPRIATIONS EARMAKRS		
Client Name	Project	Amount Awarded
Amity Foundation	Mother's Hub Residence	\$2,838,521
Cities of Anaheim, Brea, Buena Park, Fullerton, Stanton, Placentia	North Orange County Public Safety and Homelessness Task Force	\$5,000,000
Cities of Dublin, Livermore, and Pleasanton	AXIS Mental Health Urgent Care	\$450,000
City of Agoura Hills	Community Center	\$1,000,000
City of Beaumont	Pennsylvania Avenue Widening	\$1,500,000
City of Berkeley	African American Holistic Resource Center	\$1,000,000
City of Brea	Tracks at Brea Extension	\$2,000,000
City of Chino Hills	Open Space Fuel Reduction	\$565,000
City of El Monte	MacLaren Community Park Project	\$1,500,000
City of Emeryville	Contaminated Remediation for Housing	\$2,000,000
City of Hesperia	Maple Avenue Street Improvements	\$2,000,000
City of Huntington Beach	Sand Mitigation	\$15,500,000
	Mobile Crisis Response Program	\$500,000
City of Murrieta	Homeless Outreach Services Funding	\$500,000
City of Oakland	Mental Health Resilience Project	\$1,230,000
	Mental Health Resilience Project	\$734,000
	Broadway - Bus and Pedestrian Safety	\$2,000,000
	Violence Prevention Project	\$200,000
City of Placentia	Golden Avenue Bridge	\$2,200,000
City of San Ramon	Iron Horse Trail Crow Canyon Road Iron Horse Trail Bicycle-Pedestrian Overcrossing	\$2,000,000
City of Santa Clara	City of Santa Clara De La Cruz Blvd, Lick Mill Blvd, and Scott Blvd Bicycle Projects	\$2,725,000
City of Stanton	Orangewood Parkette	\$850,000
Discovery Cube of Orange County	Land Acquisition and Development for Sustainability Festival	\$2,000,000
East Contra Costa Fire Protection District	Fire Station	\$1,500,000
Guadalupe Union School District	LeRoy Park	\$1,700,000
North County Transit District	Hydrogen Fuel Cell Electric Bus Station	\$1,717,836
Rancho Santiago Community College District	RSCCD Digital Access Consortium	\$2,000,000
Town of Danville	Danville Townwide Traffic Signal Modernization	\$1,000,000
	Iron Horse Trail Bridge, Nature Park, and Pedestrian Safety Project	\$350,000
Yorba Linda Water District	Heli-Hydrant	\$500,000
TOTAL FY 2022 FEDERAL APPROPRIATIONS EARMARKS		\$59,060,357

**TOTAL FEDERAL APPROPRIATIONS EARMARKS
FOR FY 2022 and FY 2023:
\$119,390,451**



STATE GOVERNMENT RELATIONSHIPS

City's State Legislative Delegation:

- Senator Monique Limon
- Assembly Member Gregg Hart

Governor's Administration and Agency Leadership:

- Governor Gavin Newsom
 - Executive Secretary Dana Williamson
 - Senior Counselor Jason Elliott
- Lieutenant Governor Eleni Kounalakis
- State Treasurer Fiona Ma
- State Controller Malia Cohen
- Attorney General Rob Bonta
- Superintendent of Public Instruction Tony Thurmond
- Secretary Wade Crowfoot, Natural Resources Agency
- Secretary Toks Omishakin, California State Transportation Agency
- Secretary Amelia Yana Garcia Gonzalez, California Environmental Protection Agency
- Secretary Lourdes Castro Ramirez, Business, Consumer Services, and Housing Agency
- Director Armando Quintero, Department of Parks and Recreation
- Director Karla Nemeth, Department of Water Resources
- Director Joe Stephenshaw, Department of Finance
- Director Gustavo Velasquez, Department of Housing and Community Development

State Legislative Leadership:

- Senate President Pro Tempore Toni Atkins
- Senate Majority Leader Mike McGuire
- Senate Republican Leader Brian Jones
- Assembly Speaker Robert Rivas
- Assembly Speaker Pro Tempore Cecilia Aguiar-Curry
- Assembly Majority Leader Isaac Bryan
- Assembly Republican Leader James Gallagher

Key Legislative Committees:

- Senate Budget Committee
- Assembly Budget Committee
- Senate Governance and Finance Committee
- Assembly Local Government Committee
- Senate Housing Committee
- Assembly Housing and Community Development Committee

FEDERAL GOVERNMENT RELATIONSHIPS

City’s Federal Legislative Delegation:

- Senator Dianne Feinstein
- Senator Alex Padilla
- Representative Salud Carbajal

President’s Administration and Federal Agencies:

- White House Office of Intergovernmental Affairs
 - Evan Wessel, Associate Director of Intergovernmental Affairs
- Department of Agriculture
 - Homer Wilkes, Under Secretary Natural Resources and Environment
 - Carlos Suarez, California State Conservationist
- Department of Commerce
 - Michell Morton, Broadband Program Specialist
- Department of Education
 - Adam Honeysett, Managing Director, State and Local Engagement
- Department of Homeland Security
- Department of Energy
 - Christian Bato, Regional Intergovernmental and External Affairs Specialist
- Department of Housing and Urban Development
- Department of the Interior
- Department of Justice
 - Shannon Long, COPS Office
- Department of Labor
- Department of Transportation
 - Landon Bailey, Special Assistant for Government Affairs

- Will Rasky, Advisor for Governmental Affairs
- Army Corps of Engineers
- Bureau of Reclamation
 - Jack Simes, Area Manager, Southern California Area Office
- Federal Aviation Administration
 - Faviola Garcia, Deputy Regional Administrator
 - Nathan Morrissey, FAA Team Ops
- Economic Development Administration
- Environmental Protection Agency
 - Jamie Piziali, Municipal Ombudsman
- Fish and Wildlife Service
- National Marine Fisheries Service
- National Park Service
 - Joy Beasley, Associate Director, Cultural Resources, Partnerships, and Science
 - Meagan Brown, Certified Local Government Coordinator

Key Congressional Legislative Committees:

- Senate Appropriations Committee
- Senate Commerce, Science, and Transportation Committee
- Senate Environment and Public Works Committee
- House Appropriations Committee
- House Transportation and Infrastructure Committee

A DETAILED LIST OF OUR STATE, FEDERAL, AND LOCAL RELATIONSHIPS CAN BE PROVIDED UPON REQUEST



CLIENT SERVICE TEAM

PROFESSIONALS

With a team of 16 registered funding advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many grant writers as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated team of five people to perform grant writing services on behalf of the City.



Christopher Townsend

President

Role: Managing Principal/Senior Strategic Advisor



Alex Gibbs

Grants Manager

Role: Grant Writer/Funding Advocate



Christine Rose

Grants Coordinator

Role: Grant Writer/Funding Advocate



Sammi Maciel

Associate

Role: Grant Writer/Funding Advocate



Anastasia Heaton

Associate

Role: Grant Writer/Funding Advocate

Resumes for each member of the client service team can be found on the following pages.





Christopher Townsend, President: Christopher founded TPA in 1998 and has 40 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented over 315 clients, including 250 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, elementary and secondary school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 15 advocates and grant writers while managing the development and implementation of strategies for the agendas of each client. His achievements include:

- Under Christopher's leadership, TPA has become one of the most successful advocacy firms in California (and is continually recognized as a "top ten" firm registered with the California Secretary of State) while still providing the personalized attention and focus of a small boutique firm.
- Under Christopher's leadership, TPA has shepherded **over 100** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, housing and economic development, parks and natural resources, historical and cultural resources, elementary and secondary education, higher education, and public safety. The bipartisan capabilities of the firm are evidenced by legislative and funding successes over the tenure of several federal and state administrations, including: President Bill Clinton, George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher and his team have secured over **\$2.7 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Maintains close bi-partisan relationships with several members of the California Congressional delegation, including Senators Feinstein and Padilla, and Representatives Torres, Lowenthal, Porter, Levin, Correa, Lee, Swalwell, Napolitano, Garamendi, Carbajal, DeSaulnier, Sanchez, Lieu, Harder, Calvert, Garcia, Steel, and Kim.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor's office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.

- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker’s Commission on State and Local Government Finance.
- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.

PepsiCo/Taco Bell Corp., Irvine, CA

Senior Director, Government & Community Affairs

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs

1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA

Master of Public Administration

1991

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize

1982

Coro Fellow

Southern California

1981

Harry S Truman Scholar

California

1980



Alex Gibbs, Grant Manager: Alex brings 11 years of public policy and legislative advocacy experience to TPA. Alex has four years of experience working for the State Legislature analyzing researching, writing, and shepherding bills through the legislative process. Alex has also secured significant grant funding for clients throughout California. Alex has expertise in the policy sectors of parks and recreation, local governance, public safety, transportation, cap and trade, and labor relations.

Townsend Public Affairs, Inc.
Grants Manager

2014-Present

During his tenure at TPA, Alex has been responsible for securing millions in competitive grant funds at the private, state, and federal levels for local public agency clients. In addition to his expertise on parks and recreation, transportation, and public safety, Alex has a strong network of relationships with State Legislators and key staff, as well as various state departments and agencies. Some of his accomplishments include:

- Alex worked with the City of San Leandro staff to secure **\$4,540,922** in grant funding from the Building Forward Library Infrastructure Program administered by the California State Library to upgrade multiple libraries throughout the City. Alex tailored the grant application's message and narrative, as well as worked with City Staff to create a project budget and timeline that would ensure competitiveness. Alex also utilized advocacy strategies that leveraged the City's strengths during the grant review process to ensure project success.
- Alex worked closely with the City of Oakland staff to secure **\$7 million** in grant funding from the Clean CA Local Grant Program. Alex leveraged relationships with the California Department of Transportation and the City's legislative delegation to successfully advocate for two funded projects. This funding helped the City of Oakland conduct the Courtland Creek Restoration Project, as well as the Oakland Mini Parks Beautification Project, both of which provided significant remediation and beautification of public resources for local residents.
- Alex led a team of Kern County staff through the application process to secure **\$6,515,000** in grant funding from the Prop 68 Statewide Parks Program (Round 4). This funded the South Kern Lamont Park Project which provided much needed renovations to an existing park in the community of Lamont, despite grant program guidelines which provided preferences for the construction of new parks.
- Alex collaborated with state Natural Resources Agency staff to secure a **\$3,086,000** Urban Greening Grant for the Desert Recreation District. This funded the construction of a new park and sports complex in unincorporated Riverside County. Alex then continued to work with the District on grant administration, ensuring the client was able to see the completion of their legacy project, that had been years in the making.
- Alex worked jointly with the City of South San Francisco to secure a **\$868,000** grant from the Active Transportation Program (ATP). Alex leveraged relationships with the California Department of Transportation and coordinated among local business stakeholders and school officials to craft a competitive grant application to the statewide ATP. This funding

helped the City with their Linden and Spruce Avenue Traffic Calming Improvement Project to construct major traffic calming improvements to ensure bike and pedestrian safety at crucial intersections to residential and commercial neighborhoods.

- Alex collaborated with state and federal Land and Water Conservation Fund staff to secure a **\$750,000** grant for the City of Imperial. This funded the construction of a 300 plus acre regional park and equestrian center. Alex then continued to work with the City on grant administration, ensuring the client was given the appropriate time to meet deadlines and retain their funding.
- Alex worked in concert with the City of South San Francisco to secure a **\$658,000** grant from the San Mateo County Transportation Authority's Measure A Pedestrian and Bicycle Program. Alex leveraged relationships with stakeholders in the County to ensure that the City received the funding needed for their Sunshine Gardens Project, including major traffic-calming improvements on streets frequented by students walking and riding bicycles.
- Alex worked closely with City of Novato staff to secure a **\$220,500** grant from the Food Waste Recovery program at CalRecycle. This funded a local food waste recovery effort in Marin County that allowed the City of Novato to partner with local non-profits and ensure that good food, that otherwise would go to waste, reached food banks and vulnerable residents.
- Alex has developed broad expertise with respect to public safety policy and funding. In conjunction with local stakeholders, Alex has worked successfully on a variety of public safety issues that affect local public agencies in California, including the fight against the trafficking and exploitation of minors, as well as the protection of local control regarding the manufacturing of medicinal cannabis products.

California State Senate

Legislative Aide

2012-2014

Alex worked as a member of the Eighth Senate District's legislative team representing San Francisco and San Mateo Counties. Alex's primary responsibilities included monitoring, reviewing, and making recommendations on legislation passing through the Senator's committee's as well as bills of interest to the District. Alex annually carried a bill package through the legislative process and assisted with problem bills that required more support. Alex consistently had one of the highest numbers of bills signed into law of any senate staffer.

University of San Francisco, CA

Bachelor of Arts, Politics

2011





Christine Rose, Grants Coordinator: Christine brings a variety of experience and knowledge to TPA, including six years of experience in public policy and four years of experience in higher education. Christine has grant writing experience in areas such as education, cultural resources, public health, and transportation.

Townsend Public Affairs, Inc.
Grants Coordinator

2022 – Present

Since joining TPA, Christine has worked with clients to identify their funding needs and develop competitive proposals. She has identified new and strategic funding resources, bringing her clients' proposals from idea to reality. Her work includes:

- Christine worked to secure **\$3.8 million** in California Community Schools Program implementation funding for Merced Union High School District for the expansion of their community school program. Funds will allow the district to offer social, academic, and medical services and resources at each of their community school sites, allowing students and their families to receive needed counseling, mental health services, behavioral support, food services and more in a linguistically and culturally appropriate environment.
- Christine coordinated efforts between the City of Guadalupe, Guadalupe Union School District, and nonprofit Los Amigos de Guadalupe to secure a **\$52,875** Artists in Schools grant award to initiate an arts program in the area's elementary schools.
- Christine worked with Department of Education staff to secure a **\$200,000** California Community Schools Program planning grant award for Guadalupe Union School District. This funding helped the district plan for the expansion of their community school resources, including hiring additional staff and purchasing supplies.
- Christine advocated for funding for Guadalupe Union School District's early learning center and securing federal community program funding in the amount of **\$2 million**.
- Christine works to create accessible grant writing and development tools for clients such as grant tracking matrices and application breakdowns. These tools allow clients to access key strategic funding opportunities, develop comprehensive and competitive proposals, and ultimately secure grant funding.
- Christine works closely with clients to understand and meet their funding goals. Her collaboration with clients allows her to craft persuasive narratives and strong grant proposals. She is always researching and identifying new funding opportunities that fit the goals and objectives of her clients.

California State Assembly
Legislative Director

2018 – 2022

Christine worked as the lead member of the Twenty-third Assembly District's legislative team representing portions of Fresno and Tulare Counties. Her primary responsibilities included crafting the Assembly member's legislative package and shepherding all bills through the legislative process, as well as identifying budget priorities and staffing those requests. Christine

was responsible for monitoring all legislation passing through the Member’s committees and the Assembly Floor, analyzing each bill and making an appropriate recommendation. She had numerous bills signed into law and multiple budget requests included in the state budget.

California State Assembly
Legislative Aide

2017 – 2018

Christine worked as a member of the Seventy-seventh Assembly District’s legislative team representing San Diego County. Christine’s primary responsibilities included carrying multiple bills through the legislative process as well as monitoring, reviewing, and making recommendations on legislation passing through the Assembly member’s committees. She worked collaboratively with constituents and stakeholders to help craft the Assembly member’s legislative package, carrying multiple bills to the Governor’s desk.

Cal Poly, San Luis Obispo
Master of Arts, History

2013

California State University, Sacramento
Bachelor of Arts, History and Government

2011



Sammi Maciel, Associate: Sammi brings five years of federal legislative, funding, and public policy experience. Sammi has experience managing legislative activity, including bill analysis, research, and drafting particularly for federal funding opportunities. Sammi has expertise in several policy sectors including local governance, transportation, broadband, energy, and cultural resources.

Townsend Public Affairs, Inc.

Associate

2021-Present

Since joining TPA, Sammi keeps clients informed of significant actions and pertinent developments in the federal government and strategizes ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Sammi's experience include:

- In FY 2023, Sammi worked with the City of Half Moon Bay to secure a **\$2 million** earmark for the City's Highway 1-Frenchman Creek Intersection and Bike/Pedestrian Improvement project. Sammi assisted in developing and submitting the project for consideration, as well as leveraged her extensive federal relationships to ensure success.
- Sammi's four years of experience working for two California Senators has led to an extensive network of relationships both on Capitol Hill and within federal agencies. Her understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are important to successfully advocating for California-based clients.
- Sammi has first-hand knowledge of the current federal appropriations process, including community project funding requests. This process differs from the pre-2011 earmark process and an understanding of the need to balance transparency and politics to submit a competitive request is key. Sammi has utilized her experience to successfully assist clients secure millions of dollars' worth of earmarks.
- Sammi has identified new and previously-underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Sammi then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.

US Senate, Office of Senator Kamala Harris (CA)

Field Representative

2019-2021

Sammi represented a 30-county region on behalf of Senator Harris, attending events, hosting meetings, and facilitating outreach to constituents. She tracked key issues, facilitated rapid response, and built an extensive network of relationships with local elected officials and advocacy groups within her 30-county region. Additionally, Sammi drafted letters of support on behalf of her 30-county region addressed to numerous federal agencies, requesting funding for key projects in the region.



US Senate, Office of Senator Dianne Feinstein (CA)
Legislative Intern

Summer of 2017

As a legislative intern with Senator Dianne Feinstein's office, Sammi researched and drafted memos for state field representatives regarding state legislature bills in the policy areas of transportation and water infrastructure, cannabis, and sanctuary cities.

Dominican University of California
Bachelor of Arts, Political Science

2017





Anastasia Heaton, Associate: Anastasia brings a variety of experience in knowledge to TPA, including three years of experience in public cultural and historical resources. Anastasia has grant writing experience in areas such as water, parks and recreation, cultural resources, and natural resources.

Townsend Public Affairs, Inc.
Associate

2021 – Present

Since joining TPA, Anastasia has worked with clients to develop their funding proposals and secure competitive grant funding on projects. She has also worked to identify strategic funding resources that ensure her client's visions are transformed into reality. Some of her work includes:

- Anastasia worked with State Department of Water Resources staff to secure **\$2.3 million** in Small Community Drought Relief Grants. This grant funding funded three projects in Kern County and Marin County, ranging in award amount from \$19,500 to \$1.4 million. These critical drought mitigation projects include a new intake facility and increased storage capacity for water districts hit the hardest by severe drought conditions.
- Anastasia worked closely with the City of Palmdale to secure **\$1 million** in competitive LA County Regional Park and Open Space District Measure A funding for Regional Recreation, Multi-Use Trails, and Accessibility projects. This grant funding will go towards the expansion of a beloved and critical swimming pool in the City's Marie Kerr Park.
- Anastasia worked alongside the City of Agoura Hills and the State Assembly to secure **\$6 million** in funding for the Agoura Hills Linear Park through the State Budget process. This funding will prove critical in constructing a critical and innovative park space for the City.
- With the City of Murrieta, Anastasia secured **\$2.4 million** in Economic Development Agency competitive grant funding for the Murrieta Innovation Center, a life-science startup incubator and community resource that will prove integral for job growth and economic development in the City.
- Alongside Merced Union High School District, Anastasia secured **\$750,000** in Outdoor Equity Grant Funding through the California Department of Parks and Recreation for the Districts "Our Outdoors Program", which will provide outdoor education excursions and career development for underserved students.
- Anastasia secured **\$10,000** in State Parks and Recreation funding for the City of Murrieta and the Murrieta Public Library through the Parks Pass Program. Grant funds will go towards the creation of outdoor activity kits for Murrieta library patrons to access and use for outdoor recreation.

United States State Department and Indian Health Services Agency*Research and Writing VSFS Intern*

2020 - 2021

Anastasia worked as a researcher and writing intern for the United States State Department and Indian Health Services Agency, devising creative ways to translate and narrate information and data on cultural resources and public health.

Santa Barbara Mission-Archive Library*Archival Intern*

2020

Anastasia worked to research and identify significant historical narratives and bring them to the public through community outreach and public education efforts. She provided key support on managing grant documentation and securing funding for the Mission Archive-Library.

Westmont College, Santa Barbara*Bachelor of Arts, History*

2021



GRANT WRITING SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant writing services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects***; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, help develop materials that capture all elements required by the grant and compile the data following the outreach to include in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximum and minimums
 - List of application components, including proposal questions and any required attachments



- **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration and retention. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the City to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the City and agencies to secure scope of work changes to already awarded projects to ensure the City will not have to return any hard-won grant funding.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing Services	\$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Community Outreach	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services – Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
• Provide Monthly Progress Reports	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	





REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Disposition of Measure A circulation funds

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2023-72, identifying priorities for the use of Measure A circulation funds.

DISCUSSION:

Voter passage in November 2008 of the Road Repair, Traffic Relief and Transportation Safety Measure (Measure A), was estimated to provide approximately \$1.0 billion for transportation needs over 30 years within Santa Barbara County, from 2010-2040.

One of the specific projects listed in Measure A is Guadalupe Circulation Improvements. This project is identified as “improving local streets and highways, consistent with the City of Guadalupe’s circulation element, including widening roads, installing traffic signals, including bicycle and pedestrian safety, and improving intersections.” The current projected 30-year Measure A apportionment for Guadalupe Circulation Improvements is \$4.45 million, based on the most recent projection from the Santa Barbara County Association of Governments (SBCAG). These funds need to be spent by 2040.

Staff needs direction from City Council to identify how these funds should be spent. Potential specific projects are summarized below:

Guadalupe Highway 166 Consolidated Project

Numerous Caltrans projects are scheduled for construction over the next several years, including those shown in the diagram in Attachment 1. At the same time, the Pasadera development is obligated to install a traffic signal at Highway 166 and Obispo Street, and the Santa Barbara Council of Governments (SBCAG) is working on installing a traffic signal at Highway 1 and 166. Caltrans approached all interested parties with the concept of consolidating all these projects into one project (“consolidated project”). At a meeting on June 1, 2023, Caltrans presented a potential cost share for completing the consolidated project. Caltrans requested that the City contribute \$3 million of its circulation funds to this estimated \$31 million project. Spending Guadalupe Circulation project funds in this matter is consistent with the original intent of this funding. At the June 27, 2023, City Council meeting, Council approved \$3 million of circulation funds to the consolidated project and the remaining balance to other city projects.

In a follow up meeting with Caltrans personnel on June 28, 2023, and in subsequent communications between Caltrans, SBCAG, and the city, further discussions were held about the potential cost share for completion of the consolidated project. After further project design and cost scoping review, utilizing all the Measure A funds allows the city to leverage a larger improvement project that would result in a quicker and more comprehensive and complete improvement of the Highway 166 (or West Main) corridor from Hwy 1 to Flower Avenue.

Accordingly, Caltrans is now requesting that the City contribute the entire \$4,45 million of its circulation funds to the consolidated project. Staff recommends that the Council approve this request since the improvements of the consolidated project are so important to the City, even though doing so will leave no funds for the other city projects that Council had approved for use of Measure A circulation funds (i.e., \$100,000 for Curb ramp ADA improvements and sidewalk repair, with the remaining funds in the amount of \$976,000 to be spent on bicycle and pedestrian related projects).

FISCAL IMPACT

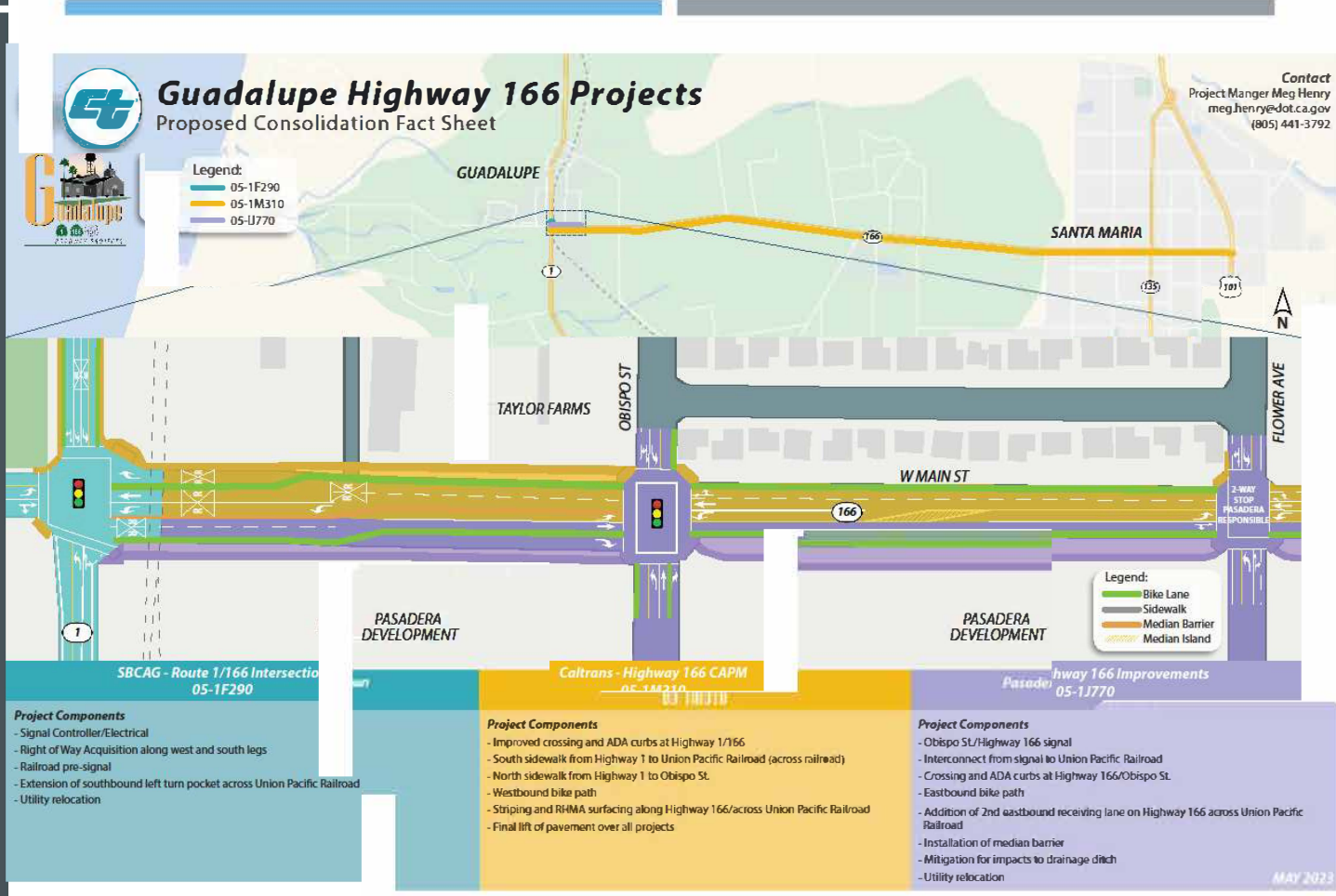
Using funding in this manner will help to facilitate this consolidated project which will be a significant improvement to the Hwy 1/166 gateway to the City of Guadalupe and address circulatory needs of the community, residents, and businesses in the project area.

ATTACHMENTS:

1. Consolidated Project
2. Resolution No. 2023-72

HIGHWAY 166 CONSOLIDATED PROJECT COSTS

- Cost Responsibilities:
- Cost split assessed based on 30% plan and colorized responsibilities shown in consolidated fact sheet
- Estimate assumes ditch in culvert from Highway 1 to east of Flower and resulting off-site mitigation needed



RESOLUTION NO. 2023-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE SPECIFYING DISPOSITION OF MEASURE A CIRCULATION FUNDS

WHEREAS, the Road Repair, Traffic Relief and Transportation Safety Measure (Measure A) of 2008 provides a minimum of \$4.476 million for Guadalupe Circulation Improvements; and

WHEREAS, use of these funds is limited to “improving local streets and highways, consistent with the City of Guadalupe’s circulation element, including widening roads, installing traffic signals, including bicycle and pedestrian safety, and improving intersections”; and

WHEREAS, these funds need to be spent by 2040.

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

1. The foregoing recitals are true and correct.
2. Resolution No. 2023-52 is hereby rescinded.
3. The following list of projects will be funded with Measure A Guadalupe circulation funds:

Title	Description	Funds
Caltrans “Consolidated Project”	West Main Street	\$4.45 million

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-72**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



PLANNING DEPARTMENT

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

To: Mr. Mayor and City Councilmembers
From: Larry Appel, Contract Planning Director
Date: September 1, 2023
RE: **Planning Report Covering August 2023**

MINISTERIAL PROJECTS

Zoning Clearances Approved	2
Zoning Clearances Denied	0
Zoning Verification Letters	0
Business Licenses Approved	2
Business Licenses Denied	0
ADUs approved	2
AUP for short-term rental	0

DISCRETIONARY PROJECTS

Please refer to the next page for specific projects and their current status.

If you have any questions regarding any projects listed in this report, please contact me at smlarry@aol.com or call (805) 598-8385.

Ministerial Permit Report– August 2023

(Reported 9-1-2023)

Zoning Clearance Approvals

2023-052-ZC	Central Coast Processing	151 Obispo Street
2023-059-ZC	Baez Paving II	4932 Point Sal Circle

Zoning Clearance Denials

None

ADU Approvals

2023-051-ZC	Sahagun ADU	4435 Holly Street
2023-054-ZC	Navaro ADU and JADU	5000 Sandpiper

Business License Approvals

Hernandez Family Childcare	daycare	1183 Pacheco
The Notary on Wheels	notary	136 Masatani

Business License Denials

None

Guadalupe City Planning Department Planning Processing Summary for August 2023 (9-1-23 update)

Case No.	Name	Submittal Date	Comp. Date	Status	OK for Bldg. Permit Issuance
2022-088-LM - Voluntary Lot Merger \$	Trudy Brands	December 5, 2022		Under Review.	NO
2022-093-LS - Residential Lot Split \$	Lupe Alvarez	December 19, 2022		Planning Review Completed - Awaiting Final City Attorney review of conditions to complete and send the Lot Split to the County Surveyor.	NO
2022-063-LM \$	Mahoney Lot Merger	August 11, 2022	INC 9-11-22	Incomplete Application Letter sent on September 11, 2022.	NO
2022-065-LLA - La Guardia \$	La Guardia Townhomes lot line adjustment	August 22, 2022-	COMP.	Changed from an LLA to Lot Merger per Govt. Code and approved by City Engineer December 2023.	NO
2022-016-GPZ 2022-017-DR 2022-018-VTTM \$	Snowy Plover	3-10-22	Incomplete 4-09-22	Application resubmitted on February 24, 2023. Second Incomplete letter sent 3-24-23. Owner/applicant attempting to contact neighboring property for permission to access. No change in status for several months.	NO
2023-031-CUP	Root One retail dispensary	June 1, 2023	INC June 29, 2023	Set for September 12 CC public hearing.	NO
2023-047-LLA	Alvarez 11 th Street	July 11, 2023	INC	Under Review by Planning.	NO
2023-013-LS SB-9 Split	Reed Lot Split	3-7-23		Planning Review Completed - Preparing Lot Split application for County Surveyor review and recordation.	NO
6 th Cycle Housing Element	Mandatory Update	Fall 2022	n/a	Consultant working on Initial Study and Mitigated Negative Declaration	
2023-055-DR	Crandall 12 th Street Multi-Family development (9 apts + 2 ADUs)	August 10th	August 20 th	Set for September 12, CC public hearing.	NO

No\$ = unreimbursed planning work
 \$ = projects where a fixed fee has been paid
 9-1-23



**CITY OF GUADALUPE
BUILDING DEPARTMENT**

STATUS REPORT

MONTH: August, 2023

	This Month	Last Month	Year to Date	Last Year
Visitors	50	42	284	248
Inspections	283	228	1,072	3,139
Building Permits Issued	17	13	150	185
Certificate of Occupancy	2	9	12	85

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

8/23/2023	SW 4	Escalante Meadows, 120' 6" sewer.	x				
8/24/2023	AD 9	Scheduling and records update.	x			David, 3.0 hrs	
8/24/2023	AD 6	115 Las Flores, Plan check 4.3 kw roof mount pv system.	x			14 inspections, 1 pv plan check	
8/24/2023	SC 3	4573 12th, Lath nailing, apt 7.	x			windy and clear	
8/24/2023	SC 6	4573 12th, Lath nailing, apt 8.	x			8/24/2023	
8/24/2023	SC 3	4573 12th, Walls, ceiling insulation, apt 7.	x				
8/24/2023	SC 6	4573 12th, Walls, ceiling insulation, apt 8	x				
8/24/2023	SC 3	410 Pioneer, Lath nailing.	x				
8/24/2023	SC 6	410 Pioneer, Walls, ceiling insulation.	x				
8/24/2023	SC 7	4484 Fir, Shower pan.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg A, apt 1, drywall fire wall, party wall, trusses.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg A, apt 2, drywall fire wall, party wall, trusses.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg A, apt 3, drywall fire wall, party wall, trusses.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg B, apt 1, drywall fire wall, party wall, trusses.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg B, apt 2, drywall fire wall, party wall, trusses.	x				
8/24/2023	SC 1	4231 La Guardia, Bldg B, apt 3, drywall fire wall, party wall, trusses.	x				
8/24/2023	FN 4	Pioneer St, Pastor Leon, site wall/retaining wall footings.	x				
8/25/2023	AD 9	Scheduling and records update.	x			David, 3.5 hrs	
8/25/2023	AD 6	115 Las Flores, Plan checks 4.3 kw roof mount pv system.	x			22 inspections, 2 plan checks,	
8/25/2023	AD 4	879 Guadalupe, Site meeting with Mr. Cobb for upstairs church	x			2 site visits	
8/25/2023	AD 4	stucco/wood water damage, will require a demo/repair permit.	x			windy and clear.	
8/25/2023	FR 2	4231 La Guardia, Bldg A, roof nailing, apt 1.	x			8/25/2023	
8/25/2023	FR 2	4231 La Guardia, Bldg A, roof nailing, apt 2.	x				
8/25/2023	FR 2	4231 La Guardia, Bldg A, roof nailing, apt 3.	x				
8/25/2023	FR 2	4231 La Guardia, Bldg B, roof nailing, apt 1,	x				
8/25/2023	FR 2	4231 La Guardia, Bldg B, roof nailing, apt 2.	x				
8/25/2023	FR 2	4231 La Guardia, Bldg B, roof nailing, apt 3.	x				
8/25/2023	F 11	4868 Sanchez, Asphalt shingle reroof complete.	x				
8/25/2023	SW 6	4537 Castillo, Conduit on roof, wall.	x				
8/25/2023	FN 2	4537 Castillo, Grounding electrode ok.	x				
8/25/2023	FR 1	4537 Castillo, Rough electrical.	x				
8/25/2023	F 2	4537 Castillo, Final electrical pv.	x				
8/25/2023	F 5	4537 Castillo, Roof pv fanning attachments.	x				
8/25/2023	SW 6	4585 Del Mar, Conduit on roof, wall.	x				
8/25/2023	FN 2	4585 Del Mar, Grounding electrode ok.	x				
8/25/2023	FR 1	4585 Del Mar, Rough electrical.	x				
8/25/2023	F 2	4585 Del Mar, Final electrical pv.	x				
8/25/2023	F 5	4585 Del Mar, Roof pv fanning attachments.	x				
8/25/2023	SW 4	415 Desgasparis, Sewer lateral, 3".	x				
8/25/2023	FR 8	415 Desgasparis, DWV test ok.	x				
8/25/2023	AD 6	1154 Olivera, Fire alarm sprinkler plans approval.	x				
8/25/2023	SW 3	Escalante Meadows, 140' 6" drain pipe.	x				
8/25/2023	SW 8	Escalante Meadows, Fire riser, 4", thrust blocking, bldg 8C.	x				
8/25/2023	SW 8	Escalante Meadows, Fire riser, 4", thrust blocking, bldg 9C.	x				
8/28/2023	AD 9	Scheduling and records update.	x			David, 5.0 hrs	
8/28/2023	AD 4	151 Obispo, Meeting with job super Franco	x			11 inspections	
8/28/2023	AD 6	695 Obispo, Plan check 35.9 kw roof mount pv system.	x			8/28/2023	
8/28/2023	F 11	5150 Turnstone, Final ADU, attached, cert of occupancy issued.	x				
8/28/2023	F 2	5150 Turnstone, Final electrical.	x				
8/28/2023	F 3	5150 Turnstone, Final mechanical.	x				
8/28/2023	F 4	5150 Turnstone, Final plumbing.	x				
8/28/2023	F 6	5150 Turnstone, Smokies and carbon monox alarms tested.	x				
8/28/2023	FR 2	4449 Elm, Roof strip ok.	x				
8/28/2023	SC 1	4573 12th, Drywall nailing, apt 7.	x				
8/28/2023	SC 1	4573 12th, Drywall nailing, apt 8.	x				
8/28/2023	SW 3	Escalante Meadows, 140' 4" drain pipe.	x				
8/28/2023	AD 4	4467 2nd, Meeting with owner and contractor for proposed demo	x				
8/28/2023	AD 4	of unpermitted rear structure, owners want to open child care here.	x				
8/28/2023	UN 1	4231 La Guardia, Bldg C3, Underslab drain plumbing.	x				
8/28/2023	UN 1	4241 La Guardia, Bldg C3, Underslab drain plumbing.	x				
8/29/2023	AD 9	Scheduling and records update.				David, 4.25 hrs	
8/29/2023	FR 6	415 Degasparis, Exterior plastic pipe from meter to ADU.	x			8 inspections, 2 site visits	
8/29/2023	FR 10	415 Degasparis, Exterior gas pressure test.	x			windy and clear	
8/29/2023	FR 10	415 Degasparis, Interior gas pressure test	x			8/29/2023	
8/29/2023	FR 6	415 Degasparis, Gas piping, interior,	x				
8/29/2023	AD 9	151 Obispo, Meeting with job super Franco	x				
8/29/2023	UN 1	Escalante Meadows, Bldg 9C, Underslab drain plumbing, unit 101.	x				
8/29/2023	UN 1	Escalante Meadows, Bldg 9C, Underslab drain plumbing, unit 102.	x				
8/29/2023	UN 1	Escalante Meadows, Bldg 9C, Underslab drain plumbing, unit 103.	x				
8/29/2023	UN 1	Escalante Meadows, Bldg 9C, Underslab drain plumbing, unit 104.	x				
8/29/2023	AD 10	La Guardia apartments, water heater clearance, general hvac	x				
8/29/2023	AD 10	location questions.	x				
8/30/2021	AD 9	Scheduling and mostly records update.	x			David, 4.0 hrs	
8/30/2021	FN 5	4455 Elm, Setbacks.	x			7 inspections, 1 site visit	
8/30/2021	FN 5	4455 Elm, Footings.	x			breeze and clear	
8/30/2021	FN 5	4455 Elm, Holdowns.	x			8/30/2023	
8/30/2021	FN 5	4455 Elm, Concrete slab, rebar/	x				



CITY ADMINISTRATOR'S REPORT

September 12, 2023

(Information below may be subject to change)

1. **State of the City**

City staff will find a schedule that works with the Council to hold a special city council "State of the City" meeting. Most of the department heads have provided draft presentation materials to the City Administrator.

2. **Electric Bus Press Conference**

The electric bus has arrived in Santa Maria and is in the process of being set up at the wastewater facility. The Central Coast Community Energy organization has volunteered to set up a press conference to announce the electric bus. The press conference is scheduled for September 22, 2023, at 10 am (tentative) in front of City Hall.

There is a working guest list, and the organizers would like to know if someone from the city would like to speak.

3. **Hwy 1/166 Coop – August 6 Meeting**

The city is currently working on various interagency Local Contribution Agreements (LCO) Cooperatives between Caltrans and SBCAG and between Caltrans and the City for the Hwy 1/166 consolidation of the estimated \$31M project.

4. **Notice of Closure – Los Amigos De Guadalupe.**

It is with great sadness that Los Amigos de Guadalupe (LADG) announced it is shutting down all operations as of September 30, 2023. Due to staffing shortage and budgetary constraints, the Board of Directors of LADG have concluded that it is not financially feasible to continue operation. LADG will be using this remaining time to complete as much of the required grant work as possible and respond to any requests the City may have. Beyond September 30, 2023, there will be no staff to provide the above grant's work/service. The remaining Board Members will be working solely on legally closing the corporation.

Where do we go from here: The Mayor, City Administrator, Finance Director, and City Attorney are now considering options work with Central Coast Seniors (AAA) programs.

The City of Guadalupe is committed to continuing our CDBG state contracts to continue the senior meal program through the existing CDBG contract period to October 2024. The goal would be to continue meal services beyond that date.

The goal of the city effort is to make sure that all those involved with Guadalupe Senior meals, and other services, communicate with one another so that the word on the street is accurate and does not allow for misinformation to circulate negatively impacting local seniors.

The Mayor and Key City staff will meet with Central Coast Seniors and other AAA staff to discuss options for continued services should this be the course.

5. RERC Guadalupe: Final Plan

The city is thrilled to share the final Recreation Economy for Rural Communities Community Action Plan for Guadalupe! **Attachment 1** is the final product. **Attachment 2** is the complete appendices.

The consultants want to thank the city stakeholders for their energy, enthusiasm, and persistence as everyone made their way through this process together. The consultants expressed that they particularly want to recognize Mayor Ariston Julian, Garret Matsuura, Tiffany Gonzales, Alejandra Mahoney, the RERC Steering Committee, the team from the city, and all the other residents and partners who provided ideas, vision, and behind-the-scenes support over these past months. The combined efforts are truly making a difference in our community, and you inspire us!

6. Townsend Public Affairs Monthly Grants Memo – City of Guadalupe (September)

Attachment 3, please find this month's grants memo. Please let the city staff know if you have any questions or want to chat about anything you see here!

7. Guadalupe Successor Agency (SA) – Notice of Availability of Surplus Land Act (SLA) and Compensation – Al's Union Property

The city has not received any responses to the Notice of Availability for the Al's Union site.

City staff is working with the City Attorney and the Redevelopment Agency (RDA) Attorney to commence with the City/SA must negotiation of good faith for 90 days, with the 90-day period starting on August 27.

The RDA needs to send a letter and other evidence of compliance with the SLA to HCD. After 30 days or so from the date of delivery of the letter, the property can be transferred. As we discussed, the property can be transferred to the City "for future development" under the Dissolution Law. That will require both Countywide Oversight Board approval and Department of Finance (DOF) approval. It will also require a compensation agreement.

At this point, the city will wait on that process and revise the compensation agreement to include Al's Union once all approvals have been obtained.

8. CONGRESS MEMBERS FACE TIGHT DEADLINE TO ENACT APPROPRIATION BILLS

As Congress returns from its month-long August recess, one crucial task looms large on their to-do list: enacting appropriations bills to fund the government for the fiscal year 2024. The looming October 1 deadline has put pressure on members to come to a swift resolution, but disagreements on several critical policy issues have made a timely enactment unlikely.

Despite the numerous policy issues under consideration, the overriding obstacle to the successful passage of these bills is the demand by some conservative House members that nondefense spending be reduced to the overall level of the previous fiscal year. As a result, Congressional leaders are focusing on enacting short-term funding authority to keep the government running and provide more time for the budgetary process. The goal is to ensure continuity of government services without interruption while allowing lawmakers to hammer out the details of fiscal appropriations for the coming year. SBCAG is advocating to preserve the transportation funding that was enacted in the Infrastructure Investment and Jobs Act of 2021 and supporting additional funding for these programs in fiscal year 2024 through the annual appropriations process. In addition, SBCAG is continuing to support public transportation programs, passenger rail improvements, and climate efforts such as electric vehicle infrastructure programs. Don Gilcrest, Thomas Walters & Associates, Inc. shares all this and more in the August Federal Legislative Update.

9. CALIFORNIA ASKS FOR \$105 MILLION IN FEDERAL GRANT FOR SANTA BARBARA U.S. 101 CORRIDOR

The California Department of Transportation submitted a federal grant application to the U.S. Department of Transportation to fund completion of the Santa Barbara U.S. 101 Multimodal Corridor on Monday. The \$105 million application is one of three that the state of California submitted for the Multimodal Project Discretionary Grant program benefiting the entire central coast region. SBCAG is a partner on the grant application. To increase competitiveness, Caltrans and SBCAG are leveraging the recently awarded \$132.4 million Senate Bill 1, Cycle 3 funds to provide a more than 70 percent non-federal match. Building on years of community engagement, broad public support for corridor improvements continues with support letters from congressional representatives including Senator Feinstein, Congressman Carbajal, Congresswoman Julia Brownley, State Senator Assemblymember Monique Limón, State Assemblymember Gregg Hart and Steve Bennett, local member jurisdictions, and organizations representing social and environmental justice, active transportation organizations and the business industry. Award announcements are anticipated by the U.S. DOT in October or November. The funding opportunity is made possible because of the Infrastructure Investment and Jobs Act of 2021 and exemplifies the project team's readiness and collaborative momentum to aggressively pursue funding opportunities to take the project across the finish line.

10. 577K FOR NORTH COUNTY SAFE ROUTES TO SCHOOL, BICYCLE AND PEDESTRIAN PROGRAM

Approximately \$577,000 in competitive funding is available over the next four years to support pedestrian and bicycle safety projects in North Santa Barbara County. This program, known as the "Measure A North County Safe Routes to School, Bicycle and Pedestrian Program," aims to support projects in the cities of Buellton, Guadalupe, Lompoc, Santa Maria, and Solvang, as well as the County of Santa Barbara. School districts, universities, colleges, transit agencies, SBCAG, non-profits and Caltrans are eligible to compete for funds with a city or county sponsor. SBCAG will kick off the Measure A, Cycle 4 process this month with a presentation to the North County Subregional Committee and convene an advisory committee to develop guidelines and score applications. Pre-applications will be accepted December 15 and final applications due February 16.

11. CALIFORNIA LEGISLATURE RETURNS FROM SUMMER RECESS: SPOTLIGHT ON BROWN ACT

The California legislature is back, returning from summer recess on August 14. The August state legislative update highlights broadband, Brown Act and the Caltrans System Investment Strategy. There are several bills of interest up for consideration, including SB 825 (Limón), sponsored by SBCAG which is headed for the Governor's desk for consideration of signature. The legislation adds "metropolitan planning organizations" and "regional transportation planning agencies" to the definition of local agencies who may apply for local agency technical assistance program grants through the California Public Utilities Commission for first and last-mile broadband service. Earlier this year, Governor Gavin Newsom lifted the state emergency declaration, which led to modifications in remote participation for board meetings under the Brown Act, such as AB 2449 (Rubio), Chapter 285, Statutes of 2022 and several new bills being considered in 2023. Additionally, Caltrans' statewide investment framework is in the works outlining how funding will be allocated for competitive programs. SBCAG Board of Directors will receive an update in the Fall on the formal Caltrans System Investment Strategy. There is a close eye on its development to better understand benefits and impacts to the region. Gus Khouri of Khouri Consulting LLC shares all this and more.

12. USDA Water Wastewater Program Grant Opportunity

According to Al Correale of USDA Rural Development there is a new disaster water grant emergency grant program that the city may be eligible for. If the City Hires Townsend Public Affairs, they could easily write this and so many other grants.

13. Royal Theater

The city keeps forging ahead with the Royal Theater project. Sending out RFP and bid documents for construction. The city is now contemplating a draft Memorandum of Understanding (MOU) between the City of Guadalupe and the Guadalupe Visual Performing Arts Center regarding the future operators for the Royal Theater.

14. Organizational Gaps

As you know there are several openings in the city. Recruiting is very tough right now, particularly in those areas listed below that current staff is handling:

- a. Director of Public Works/City Engineer. No prospects, staff may recommend a combination of a director and outsource for city engineer.
- b. Associate Planner. No prospects, staff may recommend outsource options. City Administrator to speak to Santa Maria as fill in, if necessary.
- c. Grant Writer/Administrator/Project Manager. Staff thinks is needed.
- d. IT Services. Contemplating In-house hire vs contract
- e. Recreation Services Manager. Recently advertised.

END OF REPORT

**COMMUNITY
ACTION PLAN**

RECREATION ECONOMY
for

RURAL COMMUNITIES

Guadalupe, California

2023



Northern Border
Regional Commission



Appalachian
Regional
Commission



PROJECT CONTACTS

For more information about the Recreation Economy for Rural Communities program, please visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

U.S. EPA Project Contact:

Lauryn Coombs

Office of Community Revitalization

U.S. Environmental Protection Agency

1200 Pennsylvania Ave. NW (MC 1807T)

Washington, DC 20460

202-566-2290

Coombs.Lauryn@epa.gov

Local Project Contact:

Garret Matsuura

Guadalupe Business Association

PO Box 685

Guadalupe, CA 93434

805-619-0980

garret@arclightmedia.com

Cover photo credit: Mayor Ariston Julian

PLAN CONTEXT

Guadalupe was one of 25 towns across the nation selected to receive planning assistance through the second round of the Recreation Economy for Rural Communities program. Sponsored by the U.S. Environmental Protection Agency (EPA), the USDA Forest Service, the Northern Border Regional Commission (NBRC), and the Appalachian Regional Commission (ARC), the program is helping communities develop action plans to strengthen their outdoor recreation sectors and revitalize their downtowns.

Local leaders from Guadalupe requested planning assistance to leverage the city's rich natural amenities to enhance community vitality. The community is just a few miles from the Pacific coast and the majestic Guadalupe-Nipomo Dunes, the largest intact coastal dune ecosystem on Earth, which supports a wide range of unique habitats and rare special status species. The Rancho Guadalupe Dunes County Park, Oceano Dunes Natural Preserve, and Oso Flaco Lake are destinations for walking, fishing, surfing, birding, picnicking, and more. Cycling is another popular activity, with Highway 1 as the city's main thoroughfare.

However, despite their unparalleled beauty and uniqueness, Guadalupe's recreational amenities are not as well used as community members would like. There are no walking or biking trails or public transportation connecting the downtown with the beach, a major barrier for residents without cars and a limiting factor when it comes to attracting tourism. Additionally, there is no lodging in Guadalupe, the downtown has numerous vacant buildings and lots, and there is little awareness of the community's recreational and cultural destinations and events outside its borders. Furthermore, during the course of this planning effort, the city experienced record rainfall and flooding, which completely washed out West Main Street leading to the beach.



The Guadalupe-Nipomo Dunes (Credit: Mayor Ariston Julian)

LOCAL STEERING COMMITTEE

Alejandra Mahoney, Los Amigos de Guadalupe

Tiffany Gonzales, Los Amigos de Guadalupe

Garret Matsuura, Guadalupe Business Association

Ariston Julian, Mayor, City of Guadalupe

Lupe Alvarez, Lupe's Company

Larry Appel, City of Guadalupe

Cory Bantilan, 5th District, County of Santa Barbara

Mira Beyeler, Guadalupe Visual and Performing Arts Center

Todd Bodem, City of Guadalupe

Rachel Couch, State Coastal Conservancy

Emily Dreiling, Recreation Commission, City of Guadalupe

Hannah Fuentes, City of Guadalupe

Bob Havlicek, Housing Authority of the County of Santa Barbara

Christina Hernandez, Guadalupe City Council

Steve Lavagnino, 5th District, County of Santa Barbara

Chachi Ramirez, Guadalupe Visual and Performing Arts Center

Roberto Rodriguez, Boys & Girls Clubs of Mid Central Coast

Brooks Van Wingerden, Guadalupe Social Club

L Erika Weber, Guadalupe-Nipomo Dunes Center

Mark Wilkinson, Santa Barbara County Trails Council

Los Amigos de Guadalupe and a coalition of partners applied to the Recreation Economy for Rural Communities (RERC) program in order to address these challenges and capitalize on outdoor recreation to improve local quality of life, bring in visitors, retain and attract residents, and benefit the economy. The community is seeking to improve beach access, strengthen youth engagement, revitalize its downtown, increase lodging options, and promote itself as a tourism destination.

Key point: Guadalupe residents are proud of the dunes and excited to strengthen their connections with the beach. With thoughtful planning and coordinated action, outdoor recreation can engage more people, support a revitalized downtown, and help businesses grow.

Over the course of one year, a Local Steering Committee worked with a Planning Assistance Team made up of planning consultants and federal and state agency partners to assess opportunities and challenges, set goals to build up outdoor recreation and invigorate Guadalupe's downtown, convene a public workshop on April 12-13, 2023, and create this Community Action Plan. The plan was developed through a grassroots collaborative process starting at the workshop and continuing in follow-up meetings focused on refining it and identifying implementation resources.

The plan documents the workshop process and community feedback and includes a set of specific actions—complete with initial steps and timeframes, lead and support roles, and measures of success—to guide recreation economy development in Guadalupe over the next two to three years.

PLANNING ASSISTANCE TEAM

Reyes Barboza Jr., U.S. EPA Office of Community Revitalization

Grace Bottitta-Williamson, National Oceanic and Atmospheric Administration, Marine Sanctuaries

Lisa Butler, USDA Rural Development, California State Office

Lauryn Coombs, U.S. EPA Office of Community Revitalization

Al Correale, USDA Rural Development, California State Office

Carlos Flores, National Park Service, Rivers, Trails, and Conservation Assistance Program

Maria Gallegos-Herrera, USDA Rural Development, California State Office

Jane Gray, California Waterboards, Central Coast Regional Board

Patrick Johnston, National Park Service, Rivers, Trails, and Conservation Assistance Program

Megan McConville, EPR, PC (Facilitator)

Matthew Nourmohamadian, USDA Forest Service, Los Padres National Forest

Ángel Peña, Nuestra Tierra Conservation Project (Facilitator)

Carol Pranka, USDA Rural Development, California State Office

Marcos Ramos, USDA Rural Development, California State Office

Barbara Rice, National Park Service, Rivers, Trails, and Conservation Assistance Program

Ana Rosa Rizo-Centino, Central Coast Climate Justice Network

Frances Sakaguchi, U.S. Economic Development Administration, Seattle Regional Office

Alicia Sanchez Scott, USDA Forest Service, Los Padres National Forest

Kristine Schilpp, California State Parks, Office of Grants and Local Services

Noora Shehab-Sehovic, U.S. EPA Region 9

Abdufetaf Sigal, U.S. EPA Region 9

Danna Stroud, California Governor's Office of Business and Economic Development

Jasmine White, U.S. EPA Office of Community Revitalization

THE OPPORTUNITY

Surrounded on all sides by farmland, just a few miles from California’s scenic Central Coast, and with a rich cultural heritage, Guadalupe is a place of tremendous opportunity. The city grew up with a diverse foundation, with Mexican, Swiss, Japanese, Portuguese, Filipino, and more sharing culture and building a community. Over time, the population has shifted to encompass a strong Hispanic and Mixtec heritage. The area’s best known natural asset is the Guadalupe-Nipomo Dunes Complex, one of the most ecologically significant and largest intact coastal dune ecosystems on Earth, curving up and down over 18 miles of coastline. A significant portion of the complex’s nearly 22,000 acres is under public management and open for recreation. Public areas include Rancho Guadalupe Dunes County Park, Oso Flaco Lake Natural Area, and the Guadalupe-Nipomo Dunes Wildlife Refuge, popular local destinations for hiking, fishing, surfing, wildlife viewing, and photography.

Before the 2023 floods, Guadalupe’s Main Street ended at the Rancho Guadalupe Dunes County Park, providing the only easy coastal access for the entire Santa Maria Valley’s 140,000 residents. The park is not just convenient; it is an extraordinary nature preserve featuring towering 550-foot-high dunes—the tallest on the West Coast—as well as the Santa Maria River Estuary. The dunes serve as breeding and nesting habitat for the endangered western snowy plover and are filled with plants that are specially adapted to the unique environment. The park was the backdrop for the 1923 film *The Ten Commandments* by Cecil B. DeMille and the remains of the set are still buried in the sand. Guadalupe’s Dunes Center offers group walks, educational programs for kids, exhibits, and visitor information related to the dunes.



Fishing on the Pacific coast near Guadalupe (Credit: Mayor Ariston Julian)



Downtown Guadalupe (Credit: Mayor Ariston Julian)



Tree planting at Jack O'Connell Park (Credit: Christina Hernandez)

Despite the proximity and quality of Guadalupe’s outdoor recreation assets, they are not as well integrated into community life and the economy as they could be. With no walking or biking trails or public transportation connecting the town and the beach, it is very difficult for residents without cars to go and visit. Community members would also like to see more amenities at the county park. There is great enthusiasm for helping more families enjoy “close to home” recreation, engaging youth in recreation and related careers, creating more community recreation programming and events, and ensuring that decisions made around recreation infrastructure, including flood recovery near the beach, are guided by the community and driven by their interests and needs.

Investing in its recreation sites, marketing them, and creating lodging options would also enable Guadalupe to capitalize on the well-developed tourism economies elsewhere in Santa Barbara and San Luis Obispo Counties, capturing tourism dollars and supporting job creation locally. In short, significant opportunities exist to improve, promote, and connect the town’s recreation facilities for greater social, economic, and community impact.

Key point: Guadalupe has the ingredients it needs for outdoor recreation to be a foundation for social connection, youth engagement, economic opportunity, and community wellbeing.

Guadalupe has a walkable downtown studded with historic buildings, local businesses, and murals. It is home to a strong contingent of popular locally-owned and operated restaurants as well as nonprofit organizations and the Spanish colonial style City Hall. LeRoy Park and the Ron Estabillo Clubhouse were recently renovated and include new playground equipment, barbecue areas, and a refurbished gymnasium, and serve as a home for the

WORKSHOP GOALS

Goal 1 – Beach Access: Create more opportunities for safe, convenient, resilient, and free multi-model access from Guadalupe to the beach while preserving the area’s rural character.

Goal 2 – Youth Engagement: Create opportunities for youth to pursue their interests outdoors, engage in science and nature learning, and take active roles in Guadalupe’s outdoor recreation economy.

Goal 3 – Downtown Revitalization: Support a vibrant downtown that reflects and preserves the community’s rich cultural diversity and identity.

Goal 4 – Lodging: Increase lodging options to attract visitors to Guadalupe and lengthen their stays.

Goal 5 – Promotion: Promote Guadalupe as an attractive destination for adventure, heritage, and recreation tourism, agritourism, and ecotourism.



Local residents participating in a community festival (Credit: Christina Hernandez)

Boys and Girls Club and a hub for the community. City officials have secured \$10 million to bring the iconic and long-vacant Royal Theater back to life as a community gathering place, regional destination, and the home of the Guadalupe Visual and Performing Arts Center, whose plans include a green room, classrooms, meeting spaces, an industrial kitchen, a plaza, and an outdoor amphitheater. The storied Far Western Tavern has been donated to the Dunes Center for a new museum and a possible hotel on the upper floors.

Guadalupe has an Amtrak station served by the Pacific Surfliner route, which runs from San Luis Obispo to Santa Barbara and points south. The public bus system, the Guadalupe Flyer, also provides transportation around the city and to Santa Maria. The main thoroughfare is part of Highway 1, bringing cyclists and motorists through town.

In between these remarkable downtown amenities are a significant number of vacant buildings and lots, and the city has struggled to attract investment, despite its status as an Opportunity Zone. The community lacks shopping, services, and hotels/motels, which results in many local dollars being spent in neighboring Santa Maria. There is also a need for streetscape beautification to enhance the downtown environment and emphasize Guadalupe's strong community identity and character to visitors.

The Local Steering Committee and community decided to focus their action planning on improving beach access, engaging youth in the outdoors and related education and careers, revitalizing the downtown, creating lodging options, and promoting Guadalupe as a tourism destination. The goals they developed and approved, shown in the text box on the previous page, guided the workshop and this Community Action Plan. With these goals, the community seeks to build a vibrant outdoor



LeRoy Park and Community Center (Credit: Malcolm Ross)



Oso Flaco Lake Natural Area (Credit: Garret Matsuura)



Farmland surrounding Guadalupe (Credit: Mayor Ariston Julian)

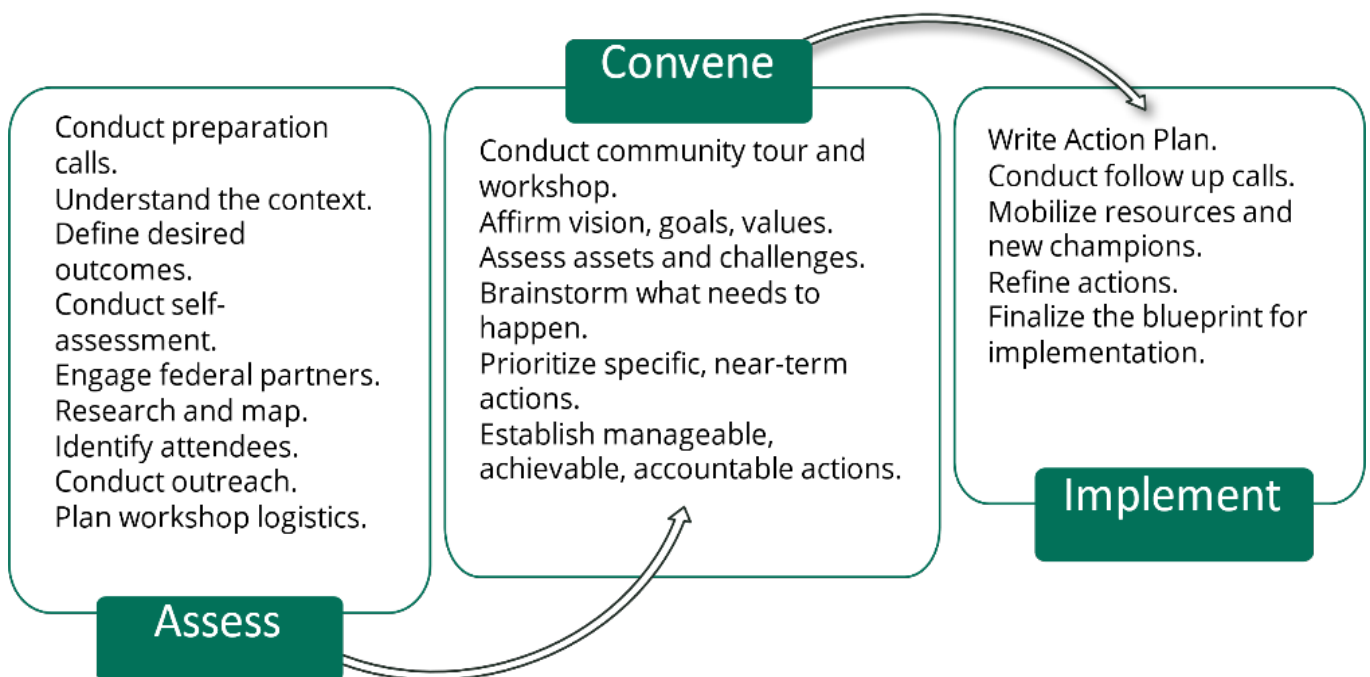
recreation sector and downtown that support connected, healthy, and thriving residents.

PLANNING PROCESS

The RERC planning assistance process consists of three phases, illustrated in the diagram below: assess, convene and implement. The “assess” phase included three conference calls with the Local Steering Committee and Planning Assistance Team to gain a baseline understanding of Guadalupe, clarify local goals, and arrange workshop logistics. The “convene” phase was focused on the capstone event—a two-day public workshop. The “implement” phase entailed three follow-up conference calls to finalize the Community Action Plan and strategize on how to maintain the momentum generated at the workshop and implement the plan. Guadalupe’s workshop program and activities are described briefly below. The RERC participant contact list is provided in **Appendix A**, workshop exercise results are detailed in **Appendix B**, funding and technical assistance resources in **Appendix C**, and general recreation- and downtown-related references in **Appendix D**.



Participants in Day 1 of the workshop at the Ron Estabillo Clubhouse on April 12, 2023 (Credit: Megan McConville)



THE WORKSHOP

Guadalupe’s workshop took place on April 12-13, 2023. Prior to the public workshop, the Local Steering Committee led a community tour for the Planning Assistance Team, bringing them to visit destinations and meet with local leaders throughout Guadalupe. Stops included Oso Flaco Lake Natural Area, the end of West Main Street where the recent floods washed out the road, the Dunes Center, the Far Western Tavern, the Royal Theater, City Hall, and other sites across downtown.

Over 75 enthusiastic Guadalupe residents and federal and state partners attended the opening community meeting, held on April 12, 2023, at the Ron Estabillo Clubhouse on Leroy Park. Spanish and Mixteco interpretation was provided. Mayor Ariston Julian welcomed attendees and underscored the importance of this chance to work together to chart a direction for the city over the coming days.

After participant introductions, the Planning Assistance Team gave an overview of the RERC program and outlined the opportunities presented by the growing outdoor recreation economy both nationally and locally. They highlighted that outdoor recreation is not accessible, safe, and welcoming for all people, and that communities of color and other populations that are underrepresented in outdoor spaces face barriers keeping them out of outdoor activities. The facilitators pointed to sample strategies communities are using to become more welcoming, inclusive places where all residents and visitors have access to the benefits of outdoor recreation.

Participants then got updates from Local Steering Committee members Garret Matsuura of the Guadalupe Business Association, Mira Beyeler of the Guadalupe Visual and Performing Arts Center, and Todd Bodem, Shannon Sweeney, and Hannah



One of the community tour stops at Oso Flaco Lake Natural Area, walking with hike leader Ray Segovia (Credit: Megan McConville)



Viewing the flood damage to West Main Street near the dunes during the community tour (Credit: Megan McConville)

GUADALUPE YOUTH SURVEY

What’s missing/what would you like to see?

- More sports arenas/fields (65 mentions)
 - Soccer (35 mentions)
 - Basketball (11 mentions)
 - Football (10 mentions)
- More parks (22 mentions)
- Swimming pool with lessons available (20 mentions)
- More/improved playgrounds (20 mentions)

Outdoor recreation needs and ideas expressed through the Guadalupe youth survey (Credit: Megan McConville)

Sanchez of the City of Guadalupe. They highlighted Guadalupe’s downtown and recreational assets and some recent and emerging success stories in the community—including Leroy Park, the Royal Theater, the newly updated City Hall gymnasium, and the Central Park updates—and discussed how the RERC effort could build on those.

The Planning Assistance Team reviewed the results of the youth survey that was completed by 264 local middle school students between the ages of 10-14 in the weeks leading up to the workshop. The survey indicated the students’ preferences, levels of satisfaction, barriers, and needs related to outdoor recreation in the community.

The Planning Assistance Team also shared some of their own reflections from the self-assessment completed by the Local Steering Committee before the workshop as well as from the community tour, and presented the draft workshop goals developed by the Local Steering Committee.

Key point: Local stakeholders in Guadalupe are ready to act and eager for results.


The energy continued on Day 2 of the workshop, which was held at City Hall and attended by over 40 participants, again with Spanish and Mixteco interpretation provided. Day 2 was an interactive day of working together on small group exercises, asset mapping, and brainstorming and planning for actions to make the community’s goals a reality.

The day kicked off with a recap of Day 1 and agreement on the workshop goals. The group then heard from Nova Collinson, Human Resources Director at Sierra Buttes Trail Stewardship and lead local coordinator for the RERC effort in Quincy, California. Nova described her community’s RERC process and related projects, including the Connected Communities trail development, the



Day 1 of the workshop at the Ron Estabillo Clubhouse on April 12, 2023 (Credit: Reyes Barboza Jr.)

Community Impact of Youth Crew



- Youth Crew Members are employees of the stewardship and are compensated for their work
- Members can earn a college certificate in Trail Building due to our collaboration with Feather River College
- The skills gained through the Youth Crew Program are applicable to many industries outside of trail maintenance

The Sierra Buttes Trail Stewardship Youth Crew program particularly resonated with workshop attendees. (Credit: SBTS)



Day 2 of the workshop at City Hall on April 13, 2023 (Credit: Megan McConville)

On Day 2, workshop participants engaged in a small group mapping exercise to uncover opportunities and ideas related to outdoor recreation and downtown revitalization in Guadalupe. Groups marked up maps of the city, county, and region with outdoor recreation assets, community assets, and opportunities or big ideas.

Attendees also worked in small groups to imagine two-day itineraries for people visiting or recreating in Guadalupe. They considered where those people would recreate, obtain gear and supplies, eat, sleep, get information, and more. They created itineraries for high schoolers and a local family with children.

Key point: Holding regular community events, offering recreational and cultural programming for all ages, diversifying the downtown commercial establishments, providing more community gathering spaces, and increasing communication with residents, including intentional outreach to the farmworker and bilingual populations, emerged as important priorities.

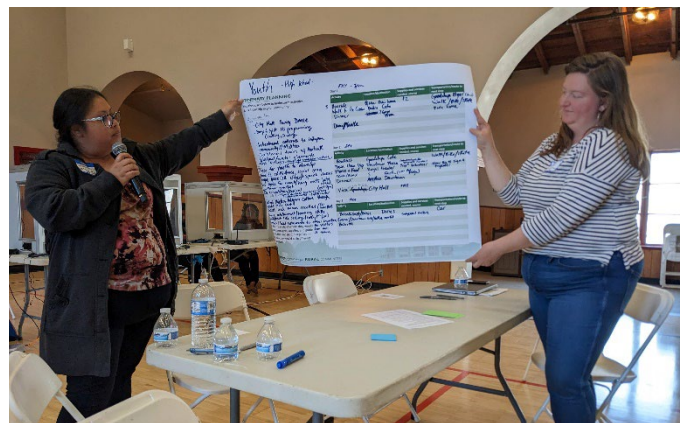
ACTION PLANNING

The action planning process during the workshop consisted of a few phases of work. First, participants reflected on their own, using post-it notes to brainstorm specific actions that would advance one or more of the identified goals. They were instructed to begin each action with a verb, be as specific as possible, think in the near- to medium-term (within 2 years), and consider actions they could help to implement. Attendees then placed their post-it notes onto posters for each goal, and the Planning Assistance Team grouped and consolidated alike or similar actions. Once this organization was complete,



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Snapshot of one of the maps marked up by workshop participants; the full maps and legend can be found in Appendix B.



Participants did an itinerary planning exercise to brainstorm how visitors and recreationists would use local assets and what else is needed. The results of this exercise can be found in Appendix B.

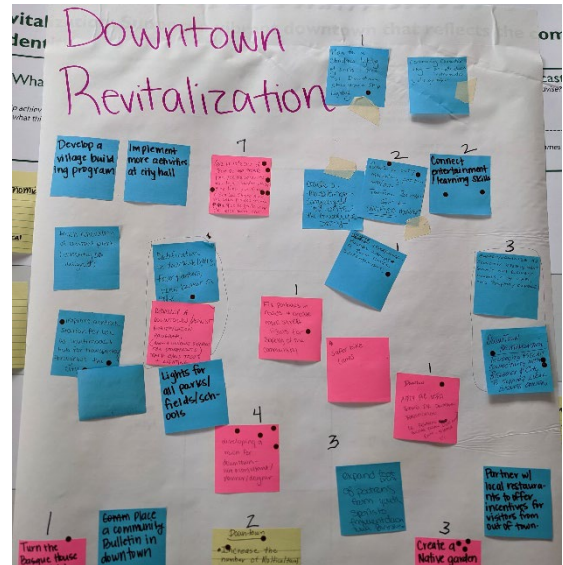


13 *Voting on high-priority actions (Credit: Tiffany Gonzales)*

each participant was given ten dot stickers and asked to vote on the highest-priority actions. The Planning Assistance Team tallied the votes and announced the totals.

Following this, participants broke into small groups to assess the voting results and flesh out the details of the top three to five actions for each goal, including initial next steps and deadlines, measures of success, lead and supporting roles, and potential needs and resources. This work began at the workshop and continued during follow-up Zoom calls with the planning assistance team and small group work sessions until every action included sufficient details for implementation.

Following are the full action tables as they stood at the end of the RERC planning assistance process in August 2023.



The action ideas and voting results for the Downtown Revitalization goal (Credit: Lauryn Coombs)



Small groups reporting out on their actions (Credit: Megan McConville)



The interpreter booths (Credit: Reyes Barboza Jr.)

COMMUNITY ACTION PLAN

The action planning process during the workshop consisted of a few phases of work. First, there was a brainstorming session, where participants were asked to write down potential actions to help advance one or more goals. The next phase was a dot voting exercise where participants were given a set number of dots and were asked to vote on which actions either were most important or needed immediate attention. In the third phase, small working groups assessed the prioritization voting and fleshed out the details of the top two to five actions for each goal, such as importance, timeframe, lead role, etc. In the final phase, each small working group reported back its progress and shared any questions encountered. The tables that follow provide additional background information and detail for each goal and action.

Initial Action: Build local capacity and regional connections.

Goal 1 – Beach Access: Create more opportunities for safe, convenient, resilient, and free multimodal access from Guadalupe to the beach.

- Action 1.1 – Secure agreement with county, state, and federal officials to reopen beach access at Rancho Guadalupe Dunes Preserve.
- Action 1.2 – Reopen access to the Rancho Guadalupe Dunes Preserve with additional transportation and other visitor amenities.
- Action 1.3 – Form a strategic action task force to identify the best route for the trail from Guadalupe to the beach. Increase conservation around trail to the beach options.

Goal 2 – Youth Engagement: Create opportunities for youth to pursue their interests in the outdoors, engage in science and nature learning, and take active roles in Guadalupe’s outdoor recreation economy.

- Action 2.1 – Create internship programs to engage youth in local issues, build job skills, and foster connections with local employers.
- Action 2.2 – Provide free youth programming related to art, nature, life skills, cooking, sewing, environmental justice, and more.
- Action 2.3 – Implement a voucher program for youth volunteers.

Goal 3 – Downtown Revitalization: Support a vibrant downtown that reflects the community’s rich cultural diversity and identity.

- Action 3.1 – Develop a vision for the downtown that is authentic and supported by community residents.
- Action 3.2 – Continue efforts already underway for the beautification and restoration of the Amtrak station.
- Action 3.3 – Secure funding for the Guadalupe Business Association and other community organizations.

Goal 4 – Lodging: Create lodging options to attract visitors to Guadalupe and lengthen their stays.

- Action 4.1 – Develop low-cost overnight accommodations that bicyclists can utilize while riding through Guadalupe.
- Action 4.2 – Develop a hotel on the second floor of the Far Western property.
- Action 4.3 – Explore the ideal location for an additional hotel.

Goal 5 – Promotion: Promote Guadalupe as an attractive destination for adventure, heritage, and recreation tourism, agrotourism, and ecotourism.

- Action 5.1 – Establish local farmers’ market.
- Action 5.2 – Create a billboard or signage on north-south 101 freeway promoting Guadalupe.
- Action 5.3 – Host a festival highlighting Mixteco indigenous culture.

Initial Action: Build local capacity and regional connections.

Guadalupe is a special community with big ideas and dreams, some of which are articulated in this community action plan. In order to make those dreams into reality, Guadalupe needs additional capacity. Through creative partnerships and resource identification, the community can tap into the strengths of regional organizations to implement this plan and identify resources to build in-house local capacity.

Initial Action – Build local capacity and regional connections.	
<p>What this is. Why it is important. Who benefits?</p>	<p>Finding new ways of increasing local capacity and tapping into regional connections is critical to achieving the goals of this plan. This initial action will make and strengthen connections with relevant regional partners, who can provide invaluable planning and project support, increasing Guadalupe’s ability to get things done. It will also help to identify and secure resources to build staff capacity locally.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Work with Danna Stroud to organize introductory meetings with the following regional agencies. (2-3 months) <ul style="list-style-type: none"> ○ Santa Barbara County Association of Governments ○ San Luis Obispo Council of Governments ○ Central Coast Tourism Council ○ Visit Santa Maria Valley ○ LOSSAN Rail Corridor Agency (Los Angeles to San Luis Obispo) ○ Consultant team working on the Visit California Central Coast tourism planning effort ● Follow up with the following existing regional partners. (2-3 months) <ul style="list-style-type: none"> ○ Bob Havlicek, Housing Authority of the County of Santa Barbara ○ Ana Rosa Rizo-Centino, Central Coast Climate Justice Network ○ Jeanne Sparks, Santa Barbara County Action Network ○ Mark Wilkinson, Santa Barbara County Trails Council

	<ul style="list-style-type: none"> ● Work with the regional partners to identify ways they can support or take on elements of this plan (grant writing, adding projects into existing work plans, administrative support, planning, mapping, community engagement, partnership development, promotion/marketing, etc.). (2-3 months) ● Identify resources to increase capacity at the local level. (3-6 months) <ul style="list-style-type: none"> ○ Explore the use of existing grant funding to support staff time needed to manage the grants. ○ Apply for grants to increase staff capacity, such as USDA Rural Development’s Rural Business Development Grants and philanthropic grants.
Measures of success	<ul style="list-style-type: none"> ● Connections made with relevant regional partners ● Regional partners supporting or leading actions from this plan ● Resources identified and secured to increase local capacity
Lead Role	<ul style="list-style-type: none"> ● Team effort! Lead varies depending on regional partner/local effort
Supporting cast	<ul style="list-style-type: none"> ● Christina Hernandez, Guadalupe City Council ● Ariston Julian, City of Guadalupe ● Todd Bodem, City of Guadalupe ● City of Guadalupe Public Works ● Hannah Sanchez, City of Guadalupe Parks and Recreation ● Steve Lavagnino, County of Santa Barbara, 5th District ● Cory Bantilan, County of Santa Barbara, 5th District ● Garret Matsuura, Guadalupe Business Association ● Los Amigos de Guadalupe ● Mark Wilkinson, Santa Barbara County Trails Council ● Ana Rosa Rizo-Centino, Central Coast Climate Justice Network ● Bob Havlicek, Housing Authority of the County of Santa Barbara ● Danna Stroud, California Governor's Office of Business and Economic Development (GO-Biz) ● Alejandra Mahoney ● Jeanne Sparks, Santa Barbara County Action Network
Potential needs and resources	

Goal 1: Beach Access: Create more opportunities for safe, convenient, resilient, and free multimodal access from Guadalupe to the beach.

The Rancho Guadalupe Dunes Preserve is an unmatched outdoor recreation amenity for the Guadalupe community. With its proximity to the town, its beauty, its uniqueness, its place in cinematic history, and its promise as a site for additional educational and recreational programming, the opportunities to better connect to and utilize the preserve are immense. However, the road damage caused by the flooding in winter 2023 has cut off access to the site, and even in normal times, it is difficult for people without personal vehicles and with limited incomes to reach it. A targeted and collective effort to overcome short- and long-term barriers to

access will better connect Guadalupe residents to the beach and put in place a fundamental building block of the community’s outdoor recreation economy.

Action 1.1 – Secure agreement with county, state, and federal officials to reopen beach access at Rancho Guadalupe Dunes Preserve.

<p>What this is. Why it is important. Who benefits?</p>	<p>In order to restore beach access following the historic flooding in winter 2023, many governing bodies must coordinate and come to consensus about plans and procedures. Reopening the beach safely, in a way that best meets the needs of Guadalupe and regional residents, and in a way that is resilient to future disasters will require all agencies to come together and form a plan.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Identify the relevant agencies that need to be involved. (2-3 months) ● Identify specific “asks” of the agencies (this relates to Actions 1.2 and 1.3 below). (3-6 months) ● Establish communication and convene meetings with key agency representatives. (3-6 months) ● Hold City town hall to engage residents and get updates from public officials. ● Attend town hall/public meetings to make asks and encourage interagency coordination. (Ongoing)
<p>Measures of success</p>	<ul style="list-style-type: none"> ● Relevant county, state, and federal agencies identified, with specific contacts at each agency ● Relationships and open dialogue with key agencies/contacts ● Officials sharing information with residents on plans to prevent flooding ● Community has developed “asks” of the agencies ● Agreement secured among agencies that meets residents’ needs
<p>Lead Role</p>	<ul style="list-style-type: none"> ● Melanie Backer ● Mike Roberts ● Alaysia Navarro ● Anita Navarro ● Deena Zamarron ● Stephanie Krouse
<p>Supporting cast</p>	<ul style="list-style-type: none"> ● Erika Weber, Guadalupe-Nipomo Dunes Center ● Los Amigos de Guadalupe ● Garret Matsuura, Guadalupe Business Association ● Ariston Julian, City of Guadalupe ● Todd Bodem, City of Guadalupe ● City of Guadalupe Public Works ● Hannah Sanchez, City of Guadalupe Parks and Recreation ● Christina Hernandez, Guadalupe City Council ● Steve Lavagnino, County of Santa Barbara, 5th District ● Cory Bantilan, County of Santa Barbara, 5th District ● Mark Wilkinson, Santa Barbara County Trails Council ● Rachel Couch, Coastal Conservancy

	<ul style="list-style-type: none"> ● Jessica Madden, Coastal Conservancy ● Ana Rosa Rizo-Centino, Central Coast Climate Justice Network ● Danna Stroud, California Governor's Office of Business and Economic Development (GO-Biz) ● Alejandra Mahoney ● Jeanne Sparks, Santa Barbara County Action Network
<p>Potential needs and resources</p>	<p>Ability to keep group informed and working together. Email list, Facebook group, etc. (The contact list from the RERC workshop is one tool that could be used.)</p>

Action 1.2 – Reopen access to the Rancho Guadalupe Dunes Preserve with additional transportation and other visitor amenities.

<p>What this is. Why it is important. Who benefits?</p>	<p>Adding transportation infrastructure and amenities to the Rancho Guadalupe Dunes Preserve will allow more people to access and enjoy the space. Currently, the preserve only has a small parking lot which quickly fills up. Additional infrastructure and amenities could include a larger parking lot, bike racks, a bike repair station, seating, shade structures, wayfinding and educational signage, and a pier for fishing and viewing the ocean. These improvements will attract and accommodate more residents and visitors to come to the preserve, allowing it to play a stronger role in everyday life and the local economy.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Contact local elected officials and urge them to take action to restore access. (1-2 months) ● Attend the County Board of Supervisors Budget Meeting and urge the allocation of funding to restore access. (1-2 months) ● Identify timelines/deadlines for influencing how the road is rebuilt and how recovery funding is spent. (Ongoing) ● Hold one or more public meetings regarding the current status of dunes access and visions for the future. These meetings could provide information on the road closure and prospects for reopening and explore what residents would like to see at the dunes in the future. (3-6 months) ● Based on the feedback received, develop design proposals for the reopened dunes preserve. (6-9 months) <ul style="list-style-type: none"> ○ Consider applying for the National Park Service Rivers, Trails, and Conservation Assistance Program to develop a design. (Deadline March 2024) ● Meet with County officials to discuss design proposals and potential funding sources. (9-12 months) ● Select a design proposal and secure funding. (12-18 months) ● Begin construction of new amenities. (18-24 months)
<p>Measures of success</p>	<ul style="list-style-type: none"> ● Community members are aware of the status of dunes access and engaged in conversations about the future

Action 1.2 – Reopen access to the Rancho Guadalupe Dunes Preserve with additional transportation and other visitor amenities.

	<ul style="list-style-type: none"> • Elected officials are responsive and committed to addressing community needs • Community-driven plan to restore and improve access • Funding secured • Construction of new amenities begun
Lead Role	<ul style="list-style-type: none"> • Melanie Backer • Mike Roberts • Alaysia Navarro • Anita Navarro • Deena Zamarron • Gabe Garvajal • Margarita Dominguez
Supporting cast	<ul style="list-style-type: none"> • Erika Weber, Guadalupe-Nipomo Dunes Center • Los Amigos de Guadalupe • Garret Maturra, Guadalupe Business Association • Ariston Julian, City of Guadalupe • City of Guadalupe Public Works • Hannah Sanchez, City of Guadalupe Parks and Recreation • Christina Hernandez, Guadalupe City Council • Steve Lavagnino, County of Santa Barbara, 5th District • Cory Bantilan, County of Santa Barbara, 5th District • Santa Barbara County staff • Mark Wilkinson, Santa Barbara County Trails Council • Rachel Couch, Coastal Conservancy • Jessica Madden, Coastal Conservancy • Ana Rosa Rizo-Centino, Central Coast Climate Justice Network • Albert Nunez, Rancho de Guadalupe Historical Society • Danna Stroud, California Governor's Office of Business and Economic Development (GO-Biz)
Potential needs and resources	<p>RERC contact list</p> <p>U.S. Environmental Protection Agency Environmental Justice Grants (Noora Shehab-Sehovic, shehabsehovic.noora@epa.gov)</p> <p>National Park Service Rivers, Trails, and Conservation Assistance Program (Carlos Flores, carlos_flores@nps.gov)</p>

Action 1.3 – Form a strategic action task force to identify the best route for the trail from Guadalupe to the beach. Increase conservation around trail to the beach options.

What this is. Why it is important. Who benefits?	<p>Many conversations have taken place among the community and with partners about creating a trail from Guadalupe to the beach. It is well established that creating a multi-use trail would address some of the</p>
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Action 1.3 – Form a strategic action task force to identify the best route for the trail from Guadalupe to the beach. Increase conservation around trail to the beach options.

	<p>transportation barriers that are keeping local residents from enjoying the beach and would make the community more attractive to visitors who want to ride their bicycles to the beach. The Coastal Conservancy completed a feasibility study of different trail options in 2021. With flood recovery and changes to beach access on the horizon, now is the time to convene a task force to identify a preferred trail route. With this effort, it is important to prioritize land conservation and stewardship around any new trails that are built. Additionally, it is vital for the task force to keep the broader public engaged and informed about the progress of trail planning.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Create strategic action task force, to include residents, landowners, representatives of local organizations, and key decision-makers. (3-6 months) ● Hold initial meeting; develop and agree on the goal and schedule of the task force and plans for the engagement of and communication with the broader public. (6-9 months) ● Continue meeting regularly to develop best route option for the Guadalupe to the beach trail, keeping residents informed as the work progresses. (9-24 months) ● Work with decision-makers and landowners to secure permissions for the preferred route. (18-36 months) ● Identify funding for trail development. (18-36 months)
<p>Measures of success</p>	<ul style="list-style-type: none"> ● Strategic action task force that is representative of residents and key decision-makers created and actively meeting ● Regular communication, updates, and engagement opportunities offered to the broader public ● Preferred trail route identified ● Permissions and funding for the trail secured
<p>Lead Role</p>	<ul style="list-style-type: none"> ● Transportation Committee or Guadalupe Business Association
<p>Supporting cast</p>	<ul style="list-style-type: none"> ● Melanie Backer ● Mike Roberts ● Deena Zamarron ● Mia ● Garret Matsuura, Guadalupe Business Association ● Erika Weber, Guadalupe-Nipomo Dunes Center ● Christina Hernandez, Guadalupe City Council ● Los Amigos de Guadalupe ● Ariston Julian, City of Guadalupe ● Hannah Sanchez, City of Guadalupe Parks and Recreation ● Mark Wilkinson, Santa Barbara County Trails Council ● Rachel Couch, Coastal Conservancy ● Jessica Madden, Coastal Conservancy

Action 1.3 – Form a strategic action task force to identify the best route for the trail from Guadalupe to the beach. Increase conservation around trail to the beach options.

	<ul style="list-style-type: none"> Landowners adjacent to the trail route(s)
Potential needs and resources	Coastal Conservancy Guadalupe to Beach Multi-Use Trail Feasibility Study National Park Service Rivers, Trails, and Conservation Assistance Program (Carlos Flores, carlos_flores@nps.gov)

Participants also brainstormed these additional action ideas during the workshop. While these actions were not detailed further during the workshop, they could also support implementation of Goal 1.

- Fix pothole/road to beach
- Coordinate with county flood control to stop flooding
- Weekend shuttle – more access
- Parking passes for residents
- Bilingual beach signs

Goal 2: Youth engagement: Create opportunities for youth to pursue their interests in the outdoors, engage in science and nature learning, and take active roles in Guadalupe’s outdoor recreation economy.

Guadalupe has a relatively young population, and engaging the youth in recreating, learning, working, and serving the community is critical to its future. Providing internships, free programming and activities, and volunteer vouchers will connect youth to each other and to their community. It will involve them in local issues and empower them to take a leadership role in the direction of the city. It will also build important job skills and career pathways. In the long term, expanding youth engagement opportunities will keep kids in Guadalupe to live and raise their families as adults, ensuring a vibrant and healthy community for years to come.

Action 2.1 – Create internship programs to engage youth in local issues, build job skills, and foster connections with local employers.

What this is. Why it is important. Who benefits?	Guadalupe is fortunate to have a number of government agencies, nonprofit organizations, and businesses that employ local residents and play vital roles in leading and shaping the community. Establishing a coordinated, cross-sector internship program will provide youth with pathways to develop job skills, engage in important community issues, and explore and find careers locally. In the longer term, this will help to empower youth with a stronger role in influencing the future of Guadalupe and keep them here to live and raise their families, making it a more vibrant and sustainable community.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Reach out to government agencies, nonprofit organizations, and local businesses to identify their capacity needs and potential roles for interns. (0-3 months) • Create internship job descriptions. (3-6 months)

Action 2.1 – Create internship programs to engage youth in local issues, build job skills, and foster connections with local employers.

	<ul style="list-style-type: none"> ● Recruit interns at the junior high, high school, Boys and Girls Club, churches, and other local youth-serving organizations. (6-9 months) ● Hire interns. (9-12 months)
Measures of success	<ul style="list-style-type: none"> ● Employers engaged and needs for interns identified ● Job descriptions written and promoted ● Number of interns hired ● Deliverables by interns completed ● Internships completed
Lead Role	<ul style="list-style-type: none"> ● Local businesses ● Local governments ● Garret Matsuura, Guadalupe Business Association ● Arts organizations ● Agricultural industry
Supporting cast	<ul style="list-style-type: none"> ● Guadalupe Union School District ● Kermit McKenzie Intermediate School ● Righetti High School ● Boys and Girls Club ● Churches ● Mira Beyeler, Guadalupe Visual and Performing Arts Center ● Karen Evangelista, Guadalupe Cultural Art and Education Center ● Los Amigos de Guadalupe ● Christina Hernandez, Guadalupe City Council ● Santa Barbara County ● USDA Forest Service ● U.S. Fish and Wildlife Service
Potential needs and resources	<p>Funding to coordinate the program and/or pay the interns? School credit? Transportation? City runs Public Transit system. Possible coordination between schools, City, interns, and contract transit provider.</p>

Action 2.2 – Provide free youth programming related to art, nature, life skills, cooking, sewing, environmental justice, and more.

What this is. Why it is important. Who benefits? I'm	<p>There is a need for free youth programming and activities in Guadalupe. This resource will keep kids safe and active in the community. Ensuring that programming is free will open up access to all Guadalupe residents and avoid placing financial burdens on families. Over the longer term, this will combat the perception that "there is nothing to do in Guadalupe" and will keep youth in the community to live and raise their families.</p>
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Start a community garden at the junior high or possible City property. (6-9 months) ● Organize a science class field trip. (6-9 months) <ul style="list-style-type: none"> ○ Science class/garden club

Action 2.2 – Provide free youth programming related to art, nature, life skills, cooking, sewing, environmental justice, and more.

	<ul style="list-style-type: none"> ○ School Farmers market
Measures of success	<ul style="list-style-type: none"> ● Number of field trips completed ● Gardens created and maintained ● Produce taken home ● Greater awareness of the environment ● New recipes learned
Lead Role	<ul style="list-style-type: none"> ● Suggestions: Guadalupe Union School District, Guadalupe Visual and Performing Arts Center
Supporting cast	<ul style="list-style-type: none"> ● Kermit McKenzie Intermediate School ● Christina Hernandez, Guadalupe City Council ● Local agricultural businesses ● Colleges/universities/Extension services in the region ● City of Guadalupe Public Works (transportation for field trips) ● Future Guadalupe Farmers’ Market ● 4-H
Potential needs and resources	<p>University of California Santa Barbara County Cooperative Extension National Endowment for the Arts Our Town Program for arts-related programming/events</p>

Action 2.3 – Implement a voucher program for youth volunteers.

What this is. Why it is important. Who benefits?	<p>Providing vouchers to youth volunteers will increase community engagement among young residents. This could include vouchers at local restaurants and stores. Boosting volunteerism could free up some budget so local organizations and government agencies can work on more projects.</p>
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Reach out to local businesses and gauge willingness to provide vouchers. (6 months) ● Promote the opportunity with local youth-serving organizations. (6-9 months) ● Give out vouchers at volunteer events/opportunities. (6-9 months)
Measures of success	<ul style="list-style-type: none"> ● Local businesses providing vouchers ● Number of youth volunteers ● Number of vouchers provided/used ● Repeat business by voucher users
Lead Role	<ul style="list-style-type: none"> ● Garret Matsuura, Guadalupe Business Association
Supporting cast	<ul style="list-style-type: none"> ● Guadalupe Union School District ● Mary Buren Elementary ● Kermit McKenzie Intermediate School ● Boys and Girls Club ● Churches ● Los Amigos de Guadalupe ● Local businesses

Action 2.3 – Implement a voucher program for youth volunteers.

	<ul style="list-style-type: none"> • City of Guadalupe
Potential needs and resources	Examples of successful voucher programs from similar communities

Goal 3: Downtown Revitalization: Support a vibrant downtown that reflects the community’s rich cultural diversity and identity.

Guadalupe’s downtown has tremendous potential, with a unique built environment, walkable and bikeable streets, and strong local businesses and cultural institutions and organizations. Many conversations are underway about ways to fill up vacant buildings, create amenities for residents and visitors, and bring more energy to the area. There are abundant opportunities to tap into the capacity of local organizations and engage residents in revitalizing a downtown that is vibrant, thriving, brings the community together, and celebrates its rich cultural diversity and identity.

Action 3.1 – Develop a vision for the downtown that is authentic and supported by community residents.

What this is. Why it is important. Who benefits?	The City of Guadalupe recently adopted its 2042 General Plan , which contains guiding goals and policies for the city, including the downtown, but Guadalupe does not have a plan specific to its downtown. By developing that plan and intentionally engaging residents in the process, Guadalupe will identify concrete strategies, partners, and implementation resources to revitalize its downtown, and will build grassroots momentum and energy around the effort. A planning and visioning effort is a critical first step to creating a vibrant, prosperous, and authentic downtown that is a source of pride for residents and attracts visitors.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Host a State of the City event, with live interpretation, to update residents on current initiatives and begin gathering feedback on downtown revitalization. (1-3 months) • Hire an in-house planner for the City of Guadalupe. (1-3 months) • Host community engagement events, such as potluck dinners or movie nights, to bring residents together, build community, and share ideas on issues including downtown revitalization. (3-18 months) • Develop the downtown plan based on community feedback. (18-36 months) • Adopt the plan and begin implementation. (36 months)
Measures of success	<ul style="list-style-type: none"> • Robust community engagement efforts conducted • Downtown plan developed and adopted • Community support for the plan
Lead Role	<ul style="list-style-type: none"> • City of Guadalupe Planner (to be hired)
Supporting cast	<ul style="list-style-type: none"> • Ariston Julian, City of Guadalupe • Todd Bodem, City of Guadalupe • City of Guadalupe Building, Planning

Action 3.1 – Develop a vision for the downtown that is authentic and supported by community residents.

	<ul style="list-style-type: none"> ● City of Guadalupe Public Works ● Garret Matsuura, Guadalupe Business Association ● Los Amigos de Guadalupe ● Family Service Agency ● Little House by the Park ● Downtown business owners ● Santa Barbara County Association of Governments
Potential needs and resources	

Action 3.2 – Continue efforts already underway for the beautification and restoration of the Amtrak station.

What this is. Why it is important. Who benefits?	<p>Guadalupe is fortunate to have a relatively newly-built Amtrak station with Pacific Surfliner service to and from San Luis Obispo, Lompoc, Los Angeles, and San Diego. The station is a major asset to the community and an opportunity to invite and attract visitors into town. Providing a positive first impression to those arriving by train is an important way to keep people coming back time and time again. Improvements to the station will showcase the distinctive culture and amenities offered in Guadalupe, demonstrating the unique experience the city offers to guests and residents. They will connect visitors with local businesses and attractions and increase the economic impact of tourism in Guadalupe.</p>
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Continue to apply for funding for projects at the station. (3-12 months) ● Implement projects. (12-36 months)
Measures of success	<ul style="list-style-type: none"> ● Improvements made ● Increased usage of the station/rail travel to and from Guadalupe
Lead Role	<ul style="list-style-type: none"> ● City of Guadalupe Public Works
Supporting cast	<ul style="list-style-type: none"> ● Los Amigos de Guadalupe (for art components) ● LOSSAN Rail Corridor Agency ● Santa Barbara County Association of Governments ● California Department of Transportation
Potential needs and resources	<p>Funding: Clean California Local Grant Program (application submitted May 2023, awards to be announced September 2023)</p> <p>USDA Rural Development Community Facilities: Guadalupe is 55% grant eligible. Can support planning/design. Program reimburses the City for costs afterwards.</p> <p>U.S. Department of Transportation infrastructure program can include beautification.</p> <p>National Endowment for the Arts Our Town Program for arts components</p> <p>This will be affected by the CalTrans ADA project which will upgrade all sidewalks along Highway 1 over the next 2-3 years.</p>

Action 3.3 – Secure funding for the Guadalupe Business Association and other community organizations.

What this is. Why it is important. Who benefits?	In recent years, the Guadalupe Business Association was formed and has fast become an important player in community and economic development. The Association is actively involved in many projects related to Guadalupe’s downtown, outdoor recreation, and economic vibrancy. Securing funding for the organization and other local nonprofits will allow them to increase their capacity and roles in local projects and initiatives and to have a greater impact on the Guadalupe community. This funding could support efforts to identify business needs, connect small businesses with the City, conduct marketing, expand communication, and develop business training and development opportunities.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Connect the Guadalupe Business Association and the Little House to leverage funding. ● Develop a mission statement, budget, and specific project proposals. ● Identify potential funding sources. ● Apply for funding.
Measures of success	<ul style="list-style-type: none"> ● Mission statement, budget, and project ideas developed ● Potential funding sources identified and proposals submitted ● Funding secured ● Guadalupe Business Association and other organizations take on new projects
Lead Role	<ul style="list-style-type: none"> ● Garret Matsuura, Guadalupe Business Association
Supporting cast	<ul style="list-style-type: none"> ● Ariston Julian, City of Guadalupe ● Todd Bodem, City of Guadalupe ● Family Service Agency ● Little House by the Park ● Other members of the coalition of Guadalupe nonprofits ● Kelly Rojas, “Guad Squad”
Potential needs and resources	ARPA funding for translation U.S. Environmental Protection Agency Environmental Justice Grants (Noora Shehab-Sehovic, shehabsehovic.noora@epa.gov)

Participants also brainstormed these additional action ideas during the workshop. While these actions were not detailed further during the workshop, they could also support implementation of Goal 3.

- Develop a village building program
- Implement more activities at city hall
- Finish renovation of Central Park
- Lights for parks/fields/schools
- Marketing campaign
- Create stakeholder groups to plan hotel development

- Safer bike lanes
- Community bulletin downtown

Goal 4: Lodging: Create lodging options to attract visitors to Guadalupe and lengthen their stays.

Guadalupe currently lacks lodging options, which hampers its ability to attract visitors, keep them in town for multiple days, and increase tourist revenue for local businesses. Developing local lodging is a fundamental building block for strengthening the outdoor recreation economy in Guadalupe.

Action 4.1 – Develop low-cost overnight accommodations that bicyclists can utilize while riding through Guadalupe.

What this is. Why it is important. Who benefits?	Bicyclists pass through Guadalupe as they ride along Highway 1, but they can't stop and stay the night as there are no accommodations. Creating low-cost lodging specifically geared towards cyclists will put Guadalupe on the map as a destination where they can spend the night, eat, and visit other local businesses. This will bring revenue into the city and create new opportunities for businesses to start up and grow. The Club Comité Cívico Mexicano de Guadalupe already owns a building that would be ideal for a bike hostel and they are interested in developing this amenity.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Identify the business model for the bike hostel, including how it will be operated and maintained, its revenue stream, and physical space needs for the operation. (9-12 months) • Partner with an organization to operate the hostel. (12-15 months) • Seek funding for the renovation of the building. (12-18 months) • Renovate the building and open the hostel. (18-36 months)
Measures of success	<ul style="list-style-type: none"> • Completed business plan • Partnership secured • Funding secured • Building renovated • Hostel open and accepting guests
Lead Role	<ul style="list-style-type: none"> • José Nichols, Club Comité Cívico Mexicano de Guadalupe
Supporting cast	<ul style="list-style-type: none"> • Los Amigos de Guadalupe • Garret Matsuura, Guadalupe Business Association • Mark Wilkinson, Santa Barbara County Trails Council • Move Santa Barbara County (Sean?) • City of Guadalupe Building, Planning • City of Guadalupe Public Works • Neighbors of the proposed site • Boys and Girls Club • Lupe's Company
Potential needs and resources	<p>Examples of other bike hostels</p> <p>Funding for building renovation/business planning: USDA Rural Development?</p> <p>Organization to run the hostel</p>

Action 4.2 – Develop a hotel on the second floor of the Far Western property.

<p>What this is. Why it is important. Who benefits?</p>	<p>Opening a hotel in downtown Guadalupe would provide an economic boost to the community and the downtown. The project will create temporary construction and permanent hospitality jobs, and will increase tourism and the revenue of nearby local businesses. Additionally, it will revitalize and preserve the Far Western building, a valuable historic asset to the community. The Guadalupe-Nipomo Dunes Center already has preliminary plans for a hotel on the upper floor of the site, above their planned museum on the first floor.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Develop designs for the hotel. ● Conduct seismic retrofitting. ● Develop a business plan. ● Identify the entity that will run the hotel (either the Guadalupe-Nipomo Dunes Center or another entity). ● Secure funding to renovate the building.
<p>Measures of success</p>	<ul style="list-style-type: none"> ● Design completed ● Business plan completed ● Funding secured ● Building renovations begun ● Hotel open and operating
<p>Lead Role</p>	<ul style="list-style-type: none"> ● Erika Weber, Guadalupe-Nipomo Dunes Center
<p>Supporting cast</p>	<ul style="list-style-type: none"> ● Los Amigos de Guadalupe ● Garret Matsuura, Guadalupe Business Association ● Adjacent business owners ● City of Guadalupe ● University of California Santa Barbara hospitality program ● Allan Hancock College ● Santa Barbara City College
<p>Potential needs and resources</p>	<p>Funding for building renovation/business planning: USDA Rural Development? State or Federal Historic Registry designation?</p>

Action 4.3 – Explore the ideal location for an additional hotel.

<p>What this is. Why it is important. Who benefits?</p>	<p>As the Guadalupe community works to expand its outdoor recreation economy and tourism, there could be an opportunity for an additional hotel downtown. There are various options for the siting of this hotel, and it will be beneficial for key stakeholders and community members to collaborate to identify the top priority locations and what needs to happen to prepare those properties for development.</p>
<p>Initial next steps and deadlines (Present >24 mos.)</p>	<ul style="list-style-type: none"> ● Convene a group of stakeholders and community members interested in exploring hotel development opportunities. (6-9 months) ● Begin meeting to explore potential sites. (9-18 months)

Action 4.3 – Explore the ideal location for an additional hotel.

	<ul style="list-style-type: none"> ● Identify the highest-priority sites for redevelopment as a hotel. (18-24 months) ● Identify the next steps and potential funding sources for redevelopment. (24-36 months) ● Present recommendations to the City Administrator or the City Council. (36 months)
Measures of success	<ul style="list-style-type: none"> ● Potential sites identified and prioritized ● Potential funding sources and next steps identified
Lead Role	<ul style="list-style-type: none"> ● Todd Bodem, City of Guadalupe
Supporting cast	<ul style="list-style-type: none"> ● Los Amigos de Guadalupe ● Garret Matsuura, Guadalupe Business Association ● City of Guadalupe Public Works ● City of Guadalupe Building, Planning ● Downtown business owners ● Community residents
Potential needs and resources	<p>Maps or inventories of vacant or underutilized properties downtown</p> <p>Contacts with property owners</p> <p>Funding for planning/property inventorying/building renovation: USDA Rural Development Rural Business Development Grants</p> <p>Center for Creative Land Recycling Technical Assistance to Brownfields</p> <p>U.S. Environmental Protection Agency Brownfields Programs</p>

Participants also brainstormed these additional action ideas during the workshop. While these actions were not detailed further during the workshop, they could also support implementation of Goal 4.

- Consider biking routes where making paved road improvements
- Hire local

Goal 5: Promotion: Promote Guadalupe as an attractive destination for adventure, heritage, and recreation tourism, agrotourism, and ecotourism.

Guadalupe has so much to offer both residents and visitors, but some of the community’s assets could benefit from further development and promotion. This will foster more public engagement, strengthen community connections and pride, increase tourism, and result in a greater economic and community impact. It is necessary to take a multi-pronged strategy of promoting what already exists in the city and simultaneously developing new destinations and events that build on local culture and heritage.

Action 5.1 – Establish local farmers’ market.

What this is. Why it is important. Who benefits?	<p>Establishing a local farmers’ market would promote health, community building, downtown revitalization, and economic development and entrepreneurship in Guadalupe. This idea has been discussed in the community for awhile, and a potential downtown site has been identified. This action will organize and advance the effort.</p>
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Action 5.1 – Establish local farmers’ market.

Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Establish a lead for the farmers’ market start-up effort. (2-3 months) ● Create a committee to advance the farmers’ market. (3-4 months) ● Identify a market manager. (3-4 months) ● Identify and secure the appropriate permits. (4-6 months) ● Identify and secure vendors. (4-6 months) ● Identify any upgrades needed for the site. (6-8 months) ● Create a strategy for promoting the market and attracting customers. (6-8 months) ● Open the market. (12 months)
Measures of success	<ul style="list-style-type: none"> ● Lead and committee established ● Permits secured ● Vendors secured ● Marketing strategy created ● Market launched
Lead Role	<ul style="list-style-type: none"> ● Food Resilience, Sustainability & Action (FRESA)
Supporting cast	<ul style="list-style-type: none"> ● City of Guadalupe ● Los Amigos de Guadalupe ● Garret Matsuura, Guadalupe Business Association ● Little House by the Park ● Fresa ● Guadalupe Café ● Local agricultural businesses
Potential needs and resources	<p>Funding to support market manager Mixteco radio (for promotion) USDA Farmers Market Promotion Program University of California Santa Barbara County Cooperative Extension</p>

Action 5.2 – Create a billboard or signage on north-south 101 freeway promoting Guadalupe.

What this is. Why it is important. Who benefits?	<p>Many people pass near Guadalupe on the 101 freeway and don’t stop. Creating a billboard or other signage on that road will raise awareness of the amenities and attractions in the community and entice more people to stop and spend time and money, supporting local businesses and increasing tax revenue for the City.</p>
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> ● Identify a location for the billboard/signage and the cost of putting it up. (2-3 months) ● Determine the messaging and design. (3-6 months) ● Identify funding sources. (3-6 months) ● Conduct a meeting to discuss this opportunity with local businesses. (3-6 months)

Action 5.2 – Create a billboard or signage on north-south 101 freeway promoting Guadalupe.

Measures of success	<ul style="list-style-type: none"> • Location/plan for the billboard/signage • Billboard/signage created • Local business engagement/feedback obtained
Lead Role	<ul style="list-style-type: none"> • Garret Matsuura, Guadalupe Business Association
Supporting cast	<ul style="list-style-type: none"> • Local businesses • Local nonprofits • Santa Maria Valley Visitor and Convention Bureau • Visit Santa Barbara
Potential needs and resources	Funding for billboard/signage: dispensaries as a possible source, since they are required to give a percentage of their income back to the community?

Action 5.3 – Host a festival highlighting Mixteco indigenous culture.

What this is. Why it is important. Who benefits?	Mixteco indigenous culture and heritage is vitally important to the Guadalupe community. Hosting a festival will provide a fun and visible way of celebrating it. It will give all members of the community a chance to share their traditions and perspectives and support community pride and connections. Residents and tourists alike will learn about each and every culture, increasing cultural competency and respect, and all residents will feel included. This festival will also attract visitors to the community to share in this unique event.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Create a planning committee for the festival, including local organizations and residents. (2-3 months) • Develop a preliminary program and set a date and location for the event. (3-6 months) • Create a schedule/collect information on deadlines for vendors, permitting, etc. (I.e. how far in advance do you need to make arrangements for food?) (3-6 months) • Secure permits. (6-9 months) • Gather sponsorships. (6-9 months) • Invite vendors, performers, etc. (6-9 months)
Measures of success	<ul style="list-style-type: none"> • Planning committee created • Date, location, and program developed • Permits secured • Vendors and performers secured
Lead Role	<ul style="list-style-type: none"> • Suggestion: Karen Evangelista and/or the Guadalupe Visual and Performing Arts Center
Supporting cast	<ul style="list-style-type: none"> • Los Amigos de Guadalupe • Mira Beyeler, Guadalupe Visual and Performing Arts Center • Karen Evangelista, Guadalupe Cultural Art and Education Center • Guadalupe non-profit coalition • Garret Matsuura, Guadalupe Business Association

Action 5.3 – Host a festival highlighting Mixteco indigenous culture.Potential needs
and resources

- Mixteco radio (for promotion)
- [National Endowment for the Arts Our Town Program](#) for arts-related programming

Participants also brainstormed these additional action ideas during the workshop. While these actions were not detailed further during the workshop, they could also support implementation of Goal 5.

- Attend more community events that are held in Guadalupe.
- Trail committee supporting recreation (Santa Barbara County Trails Council would provide hands-on support for this)
- Host or support an annual event in Guadalupe that attracts bicyclists
- Open communication with the community to inform on changes in development
- Engage with bilingual community
- Reach out to cultural communities about their visions for the festival

IMPLEMENTATION AND NEXT STEPS

Following the workshop, the Local Steering Committee and workshop participants continued working together to develop and begin implementing the Community Action Plan. Three Zoom calls with the Planning Assistance Team were held on June 6, July 10, and July 31, 2023, during which the group refined the action plan, discussed progress made post-workshop, and planned their next steps. Listed below are some key implementation steps they have made since the workshop, organized by goal.

Initial Action: Build local capacity and regional connections.

- The draft Community Action Plan created at the workshop was translated into Spanish and shared with community members. Spanish and Mixteco interpretation was offered at the final two post-workshop calls, and the Guadalupe City Council Chambers were reserved for anyone who wanted to participate in the calls from there.
- The City is planning a State of the City event, which may include updates on current issues, community dialogue, and interpretation.
- The City is working to hire a planner and public works director, and is exploring the idea of adding staff to write and manage grants.
- Garret Matsuura held an introductory meeting with Daniel Fenton and Shirin Jafari, who lead the team conducting the Visit California Regional Strategic Tourism Planning for the Central Coast Region.
- Guadalupe leaders connected with Christine Thomas of the Central Coast Tourism Council and are exploring potential alignments and partnerships with the organization.
- Danna Stroud of GO-Biz connected Guadalupe leaders with the Santa Barbara County Association of Governments to discuss potential alignments and partnerships around transportation and infrastructure.

Goal 1: Beach Access

- Actions 1.1 and 1.2: The County Supervisor’s office held a town hall meeting on July 19 to provide updates on the status of the repair of West Main Street, the river and future flood mitigation, and beach access. The meeting was very well attended. The County Supervisor continues to work towards more coordination among agencies and the reopening of the road.
- Actions 1.1 and 1.2: Local and regional leaders attended the Santa Barbara County Board of Supervisors budget meeting and urged the allocation of funding to restore beach access.

Goal 3: Downtown Revitalization

- A group of community members gave the Royal Theater a temporary facelift (see photo on following page, credit Garret Matsuura). These improvements provided a visual change to represent the behind-the-scenes planning and grant work that is ongoing and give the community some hope and anticipation for the future of the landmark.
- Emily Dreiling submitted a proposal to the Outdoor Recreation Roundtable for updates to Jack O’Connell Park and signage to the Dunes and downtown area.
- Garret Matsuura and Mayor Ariston Julian submitted an application to Smart Growth America for their Community Connectors capacity-building grant program that advances projects that reconnect communities separated or harmed by transportation infrastructure.
- Action 3.2: An application for a Clean California Grant was submitted in May. Awards will be announced in September.



Goal 5: Promotion

- Action 5.2: Emily Dreiling submitted a proposal to the Outdoor Recreation Roundtable for updates to Jack O’Connell Park and signage to the Dunes and downtown area.

APPENDICES

- *Appendix A – Contact List*
- *Appendix B – Workshop Exercise Results*
- *Appendix C – Funding and Technical Assistance Resources*
- *Appendix D – References*

APPENDIX A: CONTACT LIST

Below is listed everyone who registered for the workshop, attended the workshop, or participated in the RERC process in some other capacity.

First Name	Last Name	Affiliation	Email or Phone	Attended Workshop April 12	Attended Workshop April 13
Miguel	Aguilar		805-608-1084	X	
David	Almeda	Jackie Paper LLC	dalmeda58@gmail.com	X	
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APPENDIX B: WORKSHOP EXERCISE RESULTS

The Recreation Economy for Rural Communities workshop with Guadalupe, California involved several exercises that helped define workshop participants' vision, goals, and actions they wish to take to strengthen outdoor recreation and downtown revitalization efforts in their community. The following appendix documents many of these activities that shaped the action plan developed through this planning process. This appendix summarizes the following:

- Visioning and Values Exercises
- Opportunities and Challenges Exercise
- Assets and Opportunities Mapping Exercise
- Itinerary Planning Exercise
- Offers and Asks

- Acogedor
- Unidad
- Union
- Multicultural
- Blessed
- Friendly
- Unlimited
- Resilience
- Welcoming
- Potential
- Vida
- Unity
- Opportunity
- Family
- Amable
- Visionary
- Community
- Challenge
- Resilient
- Poderosos
- Big-heart

What Does Outdoor Recreation Look Like to You



- Access
- Biking
- Youth-sports
- Safe
- Roadways
- Horseback-riding
- Beach
- Fishing
- Safe-space-for-children
- Swimming
- Dunes
- Hiking
- Space-free-from-noise
- Peace
- Walking
- Making-connections

- Educational-opportunities-about-the-area
- Peace-of-mind
- Soccer
- Being-one-with-nature
- Having-fun
- Gardening
- Comfortable-space
- Skatepark
- Dog-park
- Farmer's-market
- Adult-dance-lessons
- Yoga
- Outdoors

Opportunities and Challenges Exercise

The planning assistance team asked participants to identify Guadalupe's assets and challenges related to outdoor recreation and downtown revitalization. Participants brainstormed individually and then placed their ideas on flip charts. The compiled responses to this exercise are summarized below.

Opportunities:

- Growing Population
- Me gustaría que la ciudad de Guadalupe tuviera más alumbrado en sus calles
- Caring community
- Beach access
- Youth activities
- Location!
- More resources
- Activities/classes for young children
- Guarderia se está mejorando
- Mas viviendas
- Location
- Una buena oportunidad que ya está funcionando es CAPSL la escolita
- Land
- Develop
- Enthusiasm
- Vision
- Open space
- Community is ready (enthused)
- New community buildings
- New parks
- The Levi Project from Santa María to Guadalupe
- Beach
- Weather
- This community has beautiful views and sight lines
- Weather is amazing
- Poner semáforos de luz para los vehículos
- Poner un Walmart, tiendas comerciales
- Community support
- Natural beauty
- State & federal partners
- Historical significance and stories
- Natural resources
- Dunes
- Complex community
- La unión de la comunidad es primordial
- Casas
- Safe
- People are looking for things to do

- Building parks
- Las escuelas
- Soccer field in the park
- Un gimnasio al aire libre para las personas que les gustan hacerlo. Gratis or no muy caro
- Espacio para hacer cambios en Guadalupe al aire libre, deseos de muchas cosas que cambiaria nuestra comunidad y teneros una comunidad que lo necesita
- Train
- Weather
- Wind
- Safety
- Restaurants
- Volunteers
- Isolation
- Progreso
- Trabajo
- Semotosos
- Multipurpose trail between Guadalupe and Santa Maria for biking, hiking, and bicycling
- Shuttle transportation from and to the beach and Oso Flaco from Guadalupe
- Classes bilingues para los niños y trabajo
- Trabajo
- Semáforos
- Esto tranquilo union con lo gerente cuando hay union de pueblo
- Guad Squad - Tight Community
- Outdoor concerts in the park
- Mayor seguridad
- Pueblo humilde y trabajador
- Pueblo de paz
- Flat
- Vacant buildings
- Work ethic
- Character
- Royal Theater
- Outdoor gym
- Community trash pickup/cleaning day (Ex: clean a park, redo Benotus)
- Support the new gym "Guadalupe Fitness" and the new "Social Club". They need help with the parking lot
- Un lugar para personas
- Mayores para hacer
- Ejercicios
- Un parque para los dog
- Que alguim euseneste a manejoy
- Beach
- Wetlands
- Football field at Jack O Connell park
- Community is growing
- Communication
- "Gateway to the Dunes"

- Love our beach and how easy it is to bike around town, but bike lanes would be great :)
- Hiking
- Grants
- Networking
- Agriculture
- Current organization program “Expand & Support”
- Sports programs
- Bike lanes or paths/trails
- Great location, beautiful green rolling hills
- Beautiful/historic buildings (just needs maintenance)
- Strong sense of community
- Recreation events/community events downtown
- Los Amigos de Guadalupe’s presence in Guadalupe has yielded increased community participation as well as collaboration among civic, cultural, and city groups
- New businesses
- Hwy 1 improvement (Caltrans)
- Good people
- History
- Resilience
- Wonderful people
- Tons of heart
- Great caring community

Challenges:

- Santa Maria 10 minutes away - competition from money, staffing, isolation, no hotels
- Money
- Maintenance
- Resistance from landowners
- Boundaries
- State highways
- Rain
- Manpower
- Time
- Resources
- Doers not complainers!
- Available/affordable retail spaces
- Safety
- Accessibility
- Zonas mas seguros para salir a caminar (safer places to go for a walk)
- Landlocked
- Not enough trees
- Autobuses (buses)
- Bibliotecas (librarias)
- Cheaper rent
 - Para mi vivienda que oiga mas casas de renta más baratas
 - Rentas mas bajas
 - Renta más alto (rent too high)
 - Rent to be lowered
- Juegos para niños (games for kids)

- Que aygan mas comercios (more shops)
- Deportes (sports)
- Un parque de patinaje para nuestros jovenes (skate park for our kids)
- Que haiga mas tiendas grandes (more large stores)
- Necesitamos más transportación (need more transportation)
- Que aygan mas personas amables y un buen corazon (more kind people and a good heart)
- More jobs
- Falta de vivienda (homelessness?)
- Mas transportación (more transportation)
- Limpia de calles (street cleaner)
- Ayuda para adultos (help for adults)
- Roads for bikes, scooters, skateboards, etc.
- More affordable first-time buyer new homes
- Should be Starbucks, McDonalds, other big stores so we don't go all the way to Santa Maria
- Las barreras que se oponen es que se necesita dinero para hacer esos cambios y el apollo de la ciudad (the barriers are that money is needed to make changes and the support of the city)
- Tienda grande (large store)
- They should build more houses
- Poner más areas verdes (more green areas)
- Trails
- Flat
- Vacant buildings
- Infrastructure
- Regulations
- Grant strings
- Royal theater
- Bureaucracy
- Political will
- They should get more land
- Me favorece saber que es un pueblo muy tranquilo donde puedo salir a caminar (It helps me to know that it is a very quiet town where I can go for a walk)
- Construir como pequeños hoteles y un lugar de diversión para los bicitantes (small hotels and something fun for cyclists?)
- Available open space
- Structured activities for adults
- Investigar como empezar para hacer el dinero
- River Leving
- Unsafe traffic
- Broken beach
- Biggest challenge now is reopening the Guadalupe dune preserve, people have been using that as their main recreation for hiking, biking, fishing, family
- Money to build the recreations, but also money to provide scholarships + funds for families to afford to go (ex. YMCA scholarships)
- No to gentrification!
- Not enough value to the federal government to build a levee
- funding/resources
- Levee
- Farmers

- Need Guadalupe dunes reopened, our main recreation
- Beach access
- No hotels
- Brand
- Walking/hiking trails
- Guadalupe dunes reopened is the jewel to revitalize the city
- Maintaining and increasing collaboration among the defiant groups is a challenge
- Need the beach opened and the river levee extended
- Beach restrictions for access
- Trails
- Bad roads due to big trucks/major potholes
- Not enough parking downtown
- Lack of aesthetic/theme
- Poor lighting, not enough trees/landscapes/shrubs
- Buildings not maintained
- Industrial buildings/parking lots not maintained + visible from street
- Businesses don't stay long in Guadalupe - need support
- Money for developing a plan to serve all economic status families and provide grants and programs

Assets and Opportunities Mapping Exercise

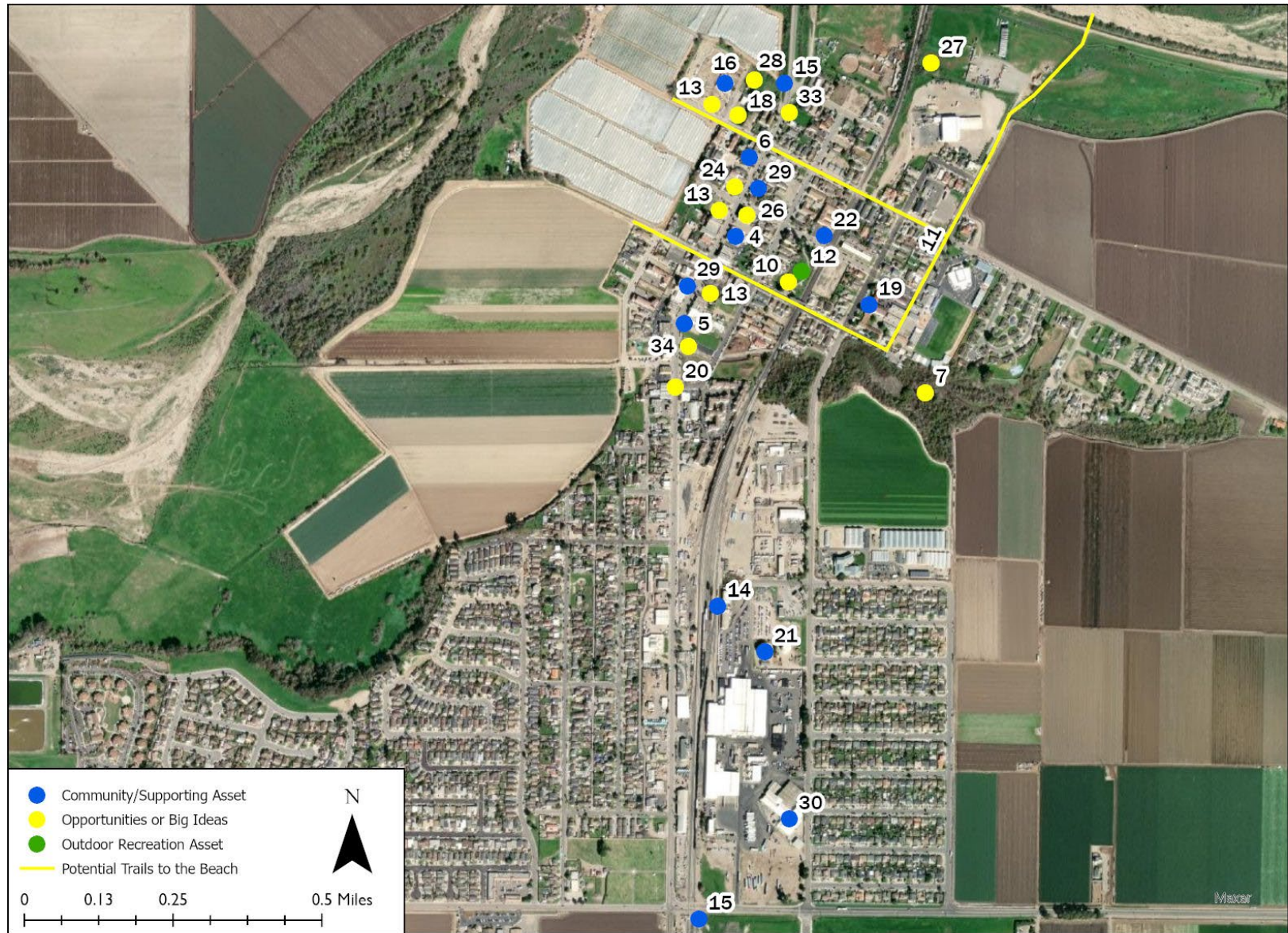
The workshop also included an exercise to help participants identify Guadalupe's assets and opportunities by mapping outdoor recreation assets, community assets, and big ideas or opportunities.

Guadalupe City and Downtown:

Comment	Type	Label
Library	Community/Supporting Asset	1
Pasadera Housing Buildout	Community/Supporting Asset	2
Leroy Park	Outdoor Recreation Asset	3
Padrecito Ministries	Community/Supporting Asset	4
Theatre	Community/Supporting Asset	5
Dunes Center	Community/Supporting Asset	6
Wetlands	Opportunities or Big Ideas	7
Escalante Meadows Housing + Community Center	Community/Supporting Asset	8
Chevron Site - RV Camping?	Opportunities or Big Ideas	9
Potential Bike shop	Opportunities or Big Ideas	10
Potential Trails to Beach	Opportunities or Big Ideas	11
Central Park	Outdoor Recreation Asset	12
Potential Farmer's Market Site	Opportunities or Big Ideas	13
Potential Farmer's Market Site	Opportunities or Big Ideas	13
Potential Farmer's Market Site	Opportunities or Big Ideas	13
Amtrak	Community/Supporting Asset	14
Community Gateways - Welcome Sign	Community/Supporting Asset	15
Community Gateways - Welcome Sign	Community/Supporting Asset	15
Boys & Girls Club	Community/Supporting Asset	16
New Middle School (USDF \$ - Admin Buildings)	Community/Supporting Asset	17
Event/Wedding Venue	Opportunities or Big Ideas	18
City Hall	Community/Supporting Asset	19
Downtown Beautification Process	Opportunities or Big Ideas	20
New Water Tank	Community/Supporting Asset	21
Senior Center	Community/Supporting Asset	22
New Caltrans Bridge over River	Community/Supporting Asset	23
Bowling Alley + Arcade (Open Lot Partially Owned by City)	Opportunities or Big Ideas	24
Pedestrian/Bicycle Improvements	Opportunities or Big Ideas	25
Basque House - Potential Hotel	Opportunities or Big Ideas	26
Potential Campground - County Land	Opportunities or Big Ideas	27
Bike Hostel	Opportunities or Big Ideas	28
Cannabis Dispensary	Community/Supporting Asset	29
Cannabis Dispensary	Community/Supporting Asset	29
Cannabis Processing Facility	Community/Supporting Asset	30
Pool (New Jr. High)	Opportunities or Big Ideas	31
West Main & Guadalupe St - Circulation Issues	Opportunities or Big Ideas	32
Dog Park (Or Somewhere)	Opportunities or Big Ideas	33
Karaoke/Multipurpose Center	Opportunities or Big Ideas	34



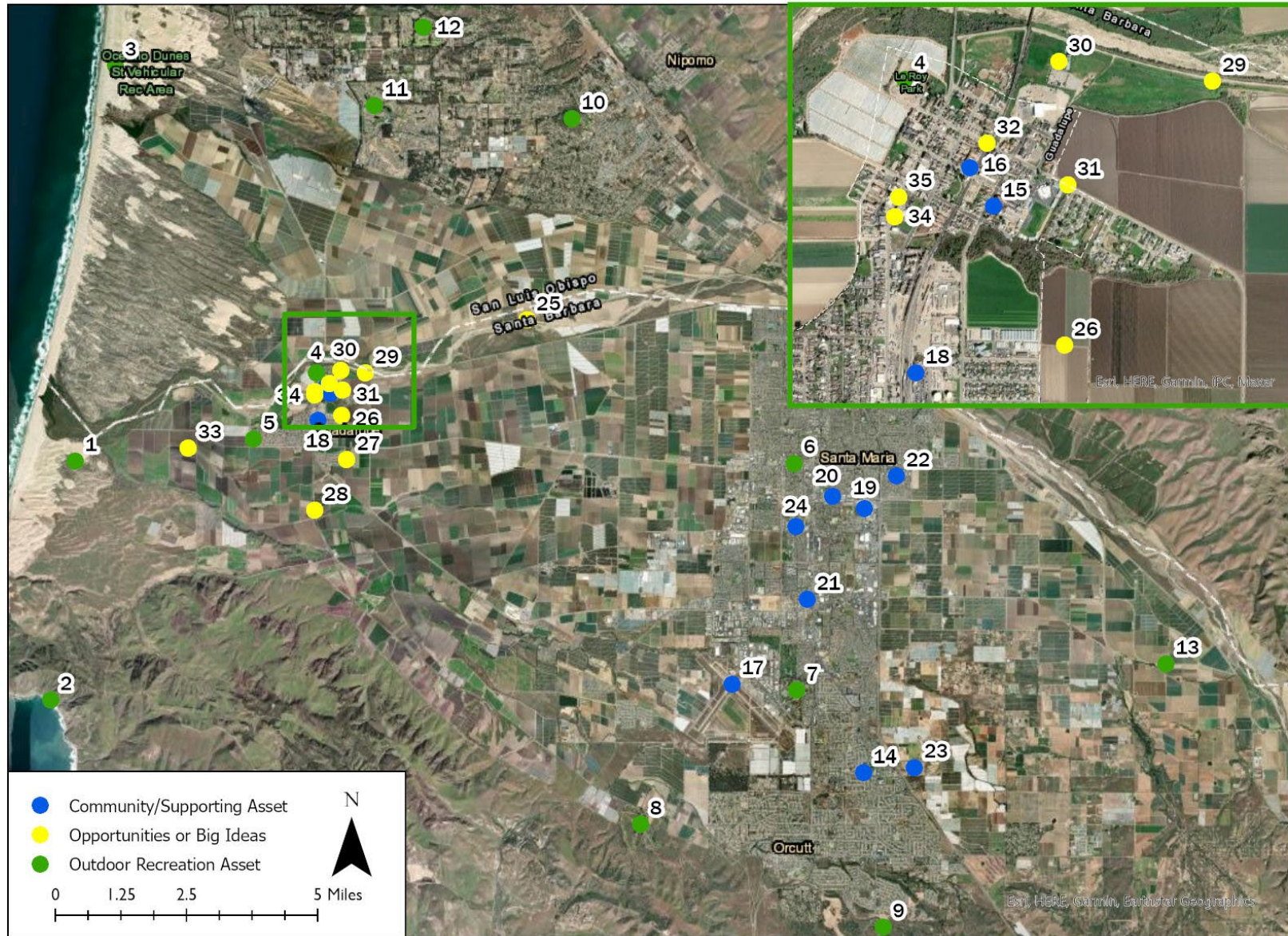
RECREATION ECONOMY for RURAL COMMUNITIES | GUADALUPE, CA



RECREATION ECONOMY for RURAL COMMUNITIES | GUADALUPE DOWNTOWN, CA

Santa Barbara County:

Type	Type	Label
Dunes	Outdoor Recreation Asset	1
Point Sal Beach/State Park	Outdoor Recreation Asset	2
Oso Flaco Dunes	Outdoor Recreation Asset	3
Le Roy Park	Outdoor Recreation Asset	4
Jack O'Connell Park	Outdoor Recreation Asset	5
Downtown	Outdoor Recreation Asset	6
Waller Park	Outdoor Recreation Asset	7
Rancho Maria Golf Course	Outdoor Recreation Asset	8
Rice Ranch Trails	Outdoor Recreation Asset	9
Nipismo Park	Outdoor Recreation Asset	10
Monarch Dunes Golf Course	Outdoor Recreation Asset	11
Blacklake Golf Course	Outdoor Recreation Asset	12
Foxen Canyon Wine Trail	Outdoor Recreation Asset	13
Righetti High School	Community/Supporting Asset	14
Police/Fire/City Hall	Community/Supporting Asset	15
Veteran's Hall	Community/Supporting Asset	16
Santa Maria Airport	Community/Supporting Asset	17
Amtrak	Community/Supporting Asset	18
Allan Hancock College	Community/Supporting Asset	19
Bus Hub	Community/Supporting Asset	20
ATSU Medical Training	Community/Supporting Asset	21
Marian Medical Center	Community/Supporting Asset	22
Rodeo Grounds	Community/Supporting Asset	23
Santa Maria Fairpark	Community/Supporting Asset	24
Santa Maria Leuce Trail	Opportunities or Big Ideas	25
Central Park	Opportunities or Big Ideas	26
Open Space - Pasadera	Opportunities or Big Ideas	27
Highway 1 - Bike Route	Opportunities or Big Ideas	28
Rodeo Grounds	Opportunities or Big Ideas	30
Beginning of Trail	Opportunities or Big Ideas	29
11th St - Multi-Purpose Trail	Opportunities or Big Ideas	31
Wetlands Trail	Opportunities or Big Ideas	32
Guadalupe to Dunes	Opportunities or Big Ideas	33
Reopen Royal Theater	Opportunities or Big Ideas	34
Farm to Table Restaurant	Opportunities or Big Ideas	35



RECREATION ECONOMY for RURAL COMMUNITIES | SANTA BARBARA, CA

Opportunities

- More retail/businesses – rec + entertainment
- Lodging – hotel + bike hostel
- Streetscape beautification

Gaps

- Bike shop
- Access to beach
- Lodging

Actions

- Improve signage within/around downtown to beach
- ID trail to beach route
- Connect with entrepreneurs/small businesses/trainers

Itinerary Planning Exercise

Workshop participants were asked to plan a few days in Guadalupe for various user groups, highlighting things to do in the area and what resources would be needed. Participants were also asked to summarize the overarching opportunities, challenges, and action ideas they identified while planning their itineraries. Results from the activity are below.

Group 1:

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Walk/hike	Dunes		
Something at night – Roller Rink <ul style="list-style-type: none"> • Theme nights + local vendors 			

Day 1

Day 2:

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Event at Royal Theater	Royal Theater		
Walking and enjoying downtown	Downtown Guadalupe		
Local shopping	Guadalupe City		

Day 3:

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Dunes Center			
Western Tavern			
Museum			
Programs for adults – business/parenting classes; fill educational gaps			
Recreation for adults – adult fitness classes			

- Opportunities
 - Restaurants – existing merchants change business plan to be more supportive of what community wants – Cultural richness through food
 - Guadalupe Cultural Center + Museums
 - Music
 - Dunes
- Gaps
 - Building community
 - Nothing to do – things close at 8 pm
 - Want to be more than restaurants
 - LODGING
 - Money to support programs
 - Communication
 - Unity first
 - Consistent community events – Farmer’s Market
- Action Items
 - Guadalupe History Museum
 - Want something to do at night
 - Roller rink

- Social media reaching out to inform community of events
- Festivals
- Bilingual documents at museums
- Outreach
 - Newsletter/Social Media
 - Develop recreational programs
 - Directly engaging with farm workers and bilingual community
 - Youth hiring
 - Lack of communication but also programs
 - Most people hear things through word of mouth

Group 2: Youth

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Bus ride	Near their home	\$2 bus fair	Guadalupe Bus Flyer
Walk to Ice Cream	Padre Café		Walk/Bike/Skate
Dinner	2 Guys Pizza		Ride home
Dance/Karaoke			

Day 1:

Day 2:

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Breakfast	Guadalupe Café		Walk/Bike/Skate
Town Cleanup	Downtown Plaza	Dunes Center	
Movie + Food	Royal Theater	"Tickets" for volunteers	Near big heart sign + Projector
Skate/Relax	Skate Park	Near Pedestrian Bridge	
Dinner	Downtown		
Viva el Arte de Santa Barbara	City Hall	Free	

Day 3:

Activity	Location/destination	Supplies and services needed, source	Transportation/route to next stop
Breakfast/Picnic	Dunes		Car
Farmer/Downtown Arts/ Market		Indigenous Culture	
Bus ride			

- Opportunities
 - City Hall Swing Dance
 - Boys + Girls Highschool Programming
 - Cooking and sewing
 - Intentional outreach to indigenous community/Mixteco
 - Christmas train w/ Amtrak
 - Splash pad/ water elements

- First Fridays – highlight indigenous culture
- Gaps
 - Space for youth to develop Home Economics skills, dance, social space, bilingual space + Spanish classes
 - Youth space for meals/hang outs late night
 - Local farmer’s market
 - Mole competition/festival
 - Lights for parks/sports
- Action Items
 - Space for teen mom – childcare support/events
 - Highlight Mixteco culture through festival
 - Establish local farmer’s market
 - Connect entertainment and learning skills
 - Partner with local restaurants to offer incentive for visitors of town

Offers and Asks

At the conclusion of the workshop, each participant shared one offer, or something they can or would like to provide to advance the action plan; and one ask, or what they hope or expect from the process moving forward.

Name	Offer	Ask
Melanie Backer	Help on the team working on access to the beach and beach trail access	Let me know of more people (??)
Hanna Mira Beyeler	I'd like to participate in a RERC steering committee that would meet bimonthly/quarterly to provide updates/support to the various entities as they work towards larger workshop goals/action items	Increased funding options, connections to other RERC participants
Todd Bodem	As City Administrator I will take the lead to work collaboratively with others	Actual success
Amy Crimmins-Neal	I would like to be involved in the farmers market action of the action plan	There is support from the city to provide a committee, security, and location/space to make this happen
Margarita Dominguez	I would attend meetings to support	I would like to see the beach open in a short time
Bob Havlicek	Pursue micro enterprises at the Escalante Meadows community center when it's opened	I hope the momentum will continue
Celsa L. Hernandez	Informales a las personas que no pudieron venir	Esperar que se realizen lo más pronto possible
Ariston Julian	Keep the fire going on the city side	Continued connections with others and all
Adilene Luna Martinez	Seguir participando o apoyando a la comunidad	

Garret Matsuura	Continued support for local planning efforts	Community to share experience and get additional participation
Marshall Neal	I know marketing, I can write things	
José Nichols	Seek out funding, engage other nonprofits to advance the overnight accommodation for bicyclists, support other priorities identified during the two days	
Hannah Sanchez	Cultural festival, adult programming, youth classes, billboard	
Shannon Sweeney	To get things built	Be patient
Unknown	Champion one of the planning committees for any of the action plan items	I hope these action plans attract my former classmates to come back and get involved
Unknown	Involvement in the action plan	Pushing forward, don't let the momentum end

APPENDIX C: FUNDING AND TECHNICAL ASSISTANCE

This compendium of funding and technical assistance resources was developed for the Recreation Economy for Rural Communities planning assistance program sponsored by the U.S. Environmental Protection Agency, the USDA Forest Service, the Northern Border Regional Commission, and the Appalachian Regional Commission. For more information on the Recreation Economy for Rural Communities Program, visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

Federal Funding and Technical Assistance.....	C-2
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State-Specific Funding and Technical Assistance	C-41

Federal Funding and Technical Assistance

Active Communities Tool (ACT) – This CDC tool helps cross-sector teams create an action plan for improving community-built environments that promote physical activity consistent with their community context.

www.cdc.gov/physicalactivity/resources/active-communities-tool/index.html

Active Transportation Infrastructure Investment Program – This FHWA competitive grant program supports planning and active transportation implementation at the network scale, rather than on a project-by-project basis. Grants will be for State and local governments or organizations to plan, design, and construct networks of safe and connected active transportation facilities that connect between destinations within a community or metropolitan region. Grants may fund projects to plan, design, and construct an active transportation spine, a facility that connects between communities, metropolitan regions, or States.

<https://www.fhwa.dot.gov/livability/index.cfm>

Americorps – Americorps Seniors Native Nations and Indigenous Elders Senior Demonstration Program: The program was created to invest in Americorps Seniors projects focused on Indigenous and Native communities, advancing opportunities for older adults to make an impact, through their time and experience. Through the Native Nations and Indigenous Elders SDP funding opportunity, applicants must demonstrate how they will engage adults ages 55 and older to address one or more of the Indigenous Elders SDP priorities

<https://americorps.gov/funding-opportunity/fy-2023-ameri-corps-seniors-native-nations-indigenous-elders-senior>

Americorps – State and National Native Nations Planning Grants: AmeriCorps is committed to working on a Nation-to-Nation basis with Native Nations and upholding the federal government's Tribal trust responsibility. AmeriCorps planning grants provide support to a grant recipient to develop an AmeriCorps program that will engage AmeriCorps members in implementing evidence-based interventions to solve community problems. Grant recipients are awarded up to \$240,000 for a 12-month planning period and are encouraged to compete for an AmeriCorps program grant in the following grant cycle if they deem the fit with AmeriCorps to be of use to their community.

<https://www.grants.gov/web/grants/view-opportunity.html?oppld=343170>

Appalachian Regional Commission (ARC): ARC is an economic development partnership agency of the federal government and 13 state governments focusing on 420 counties across the Appalachian Region. ARC's mission is to innovate, partner, and invest to build

community capacity and strengthen economic growth in Appalachia. The Area Development program relies on a flexible “bottom up” approach to economic development, empowering Appalachian communities to work with their state governments to design impactful investment opportunities supporting ARC’s mission and investment priorities. ARC’s Area Development program makes investments in two general areas: critical infrastructure and business and workforce development. Critical infrastructure investments mainly include water and wastewater systems, transportation networks, broadband, and other projects anchoring regional economic development. Business and workforce investments primarily focus on entrepreneurship, worker training and education, food systems, leadership, and other human capital development. In addition, ARC invests in Business Development Revolving Loan Funds to help the Region’s smaller businesses access capital. All ARC Area Development grant proposals originate at the state level in consultation with the ARC state program manager.

ARC’s service area:

<https://www.arc.gov/about-the-appalachian-region/>

ARC’s investment priorities:

<https://www.arc.gov/investment-priorities/>

ARC’s Business Development Revolving Loan Funds:

<https://www.arc.gov/business-development-resolving-loan-fund-grants/>

ARC State Program Managers:

https://www.arc.gov/state_partner_role/state-program-manager/

Appalachian Regional Commission (ARC) – READY Appalachia: READY Appalachia is ARC’s new community capacity-building initiative offering flexible funding to organizations in four key economic development pillars: nonprofits, community foundations, local governments, and Local Development Districts, and free training to the Appalachians that work for them. Participants in each READY Appalachia learning track access 10 weeks of cohort-based learning, skill development, and grant opportunities to increase their capacity to solve pressing issues and create positive economic change.

<https://www.arc.gov/ready/>

Benchmarking report - This interactive, online report by the League of American Bicyclists provides publicly available data on biking and walking for all 50 States, and 76 cities made up of the 50 most populous cities in the United States, the most populous city for every State whether or not it is one of the 50 most populous in the country, and every Platinum Bicycle Friendly Community. The data provided in the Benchmarking Project comes from the Federal government, survey responses from State and city officials, and national nonprofit organizations. Recent additions to the site include State Fact Sheets that provide a snapshot of key data such as active commuting, public health,

and road safety, and other topics explored in-depth on data.bikeleague.org. These Fact Sheets can serve as a resource for discussions about biking and walking in each State.

<https://data.bikeleague.org/>

Bipartisan infrastructure law landing page - This webpage provides lay explanations of changes to the Transportation Alternatives and Highway Safety Improvement Programs, infographics showing how funding flows from the Federal government to local communities, and State-specific fact sheets on the Transportation Alternatives Program.

<https://saferoutespartnership.org/healthy-communities/policy-change/federal/BIL-background-resources>

Build America Center - This USDOT program will offer educational programs, information, and resources for transportation agencies in all areas of alternative and innovative project financing and delivery. It will help public entities access technical assistance in financial planning and innovation project delivery methods, as well as provide education and training.

<https://bac.umd.edu/>

Building resilient infrastructure and communities - direct technical assistance: This FEMA program provides full support to communities that may not have the resources to begin climate resilience planning and project solution design on their own.

www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities/direct-technical-assistance

Bureau of Indian Affairs – Tribal Tourism Grant: The grant funding it to retain consultants to perform feasibility studies on Tribal tourism opportunities or develop a tourism business plan.

<https://www.bia.gov/service/grants/ttgp>

Center of Excellence on New Mobility and Automated Vehicles Project - This FHWA program provides funding to collect, conduct, and fund research on the impacts of new mobility and highly automated vehicles on land use, urban design, transportation, real estate, equity, and municipal budgets. This program has led communication and outreach activities with highway stakeholders, including State Departments of Transportation and other public agencies and industry groups, to improve understanding of the issues and needs related to AV.

<https://highways.dot.gov/automation>

Citizen's institute on rural design (cird) - The program is funded by National Endowment for the Arts in partnership with the Housing Assistance Council. The program focuses

on communities with populations of 50,000 or less. Their goal is to enhance the quality of life and economic vitality of rural America through planning, design, and creative placemaking. The program offers competitive funding to small towns and rural and tribal communities to host a local design workshop. It also includes support for rural communities through the Design Learning Cohort which provides peer learning, training in design, planning, community engagement, and facilitation techniques, one-on-one technical assistance on the community design challenge, and support in navigating funding opportunities.

www.rural-design.org/

Create thriving, activity friendly communities - Developed in partnership with CDC and other Federal agencies, the National Collaborative on Childhood Obesity launched a site that houses a growing collection of resources to help practitioners, decision makers, and community members make the business case for improving the built environment such as implementing Complete Streets. These resources can be used to help communities use economic indicators to apply infrastructure investments in more equitable ways.

www.cdc.gov/physicalactivity/resources/active-communities-tool/index.html

DOT Navigator - Coordinating and improving access to the range of DOT Technical Assistance Resources the DOT Navigator is an online portal to access the myriad of technical assistance resources across the Department, and to provide guidance to potential applicants for DOT funding. Many materials are translated into Spanish. Monthly bulletins provide updates on new technical assistance resources, trainings, and webinars on a range of topics.

www.transportation.gov/dot-navigator

Environmental and climate justice program (ecj) - This EPA program provides EPA with approximately \$3 Billion for ECJ program grants and technical assistance for environmental and climate justice efforts that benefit overburdened communities.

www.epa.gov/newsreleases/epa-seeks-input-inflation-reduction-act-environmental-and-climate-justice-program

Fostering multimodal connectivity newsletter - This quarterly publication is intended to provide real-world examples of ways that multimodal transportation investments promote economic revitalization, provide access to jobs, and achieve safer communities through support of accelerated project delivery, technology and design innovation, and public/private partnerships.

www.fhwa.dot.gov/livability/newsletter/

Fish and Wildlife Service – Recovery Lands Acquisition Grant: Recovery Land Acquisition grants promote State and Federal cooperation in listed species conservation by leveraging funds to acquire specific parcels of land, through fee simple or conservation easement, in support of Service-approved recovery plans and outlines. The ESA conveys the importance of recovery plans as a central organizing tool for guiding the recovery process by requiring their development for every listed species.

Fish and Wildlife Service- U.S. Small Grants Program: Projects must involve only long-term protection, restoration, enhancement and/or establishment of wetland and associated upland habitats to benefit migratory birds. This program supports the DOI and FWS mission of protecting and managing the nation's natural resources by collaborating with partners and stakeholders to conserve land and water and to expand outdoor recreation and access. <https://www.grants.gov/web/grants/search-grants.html?keywords=tribal%20hertiage>

Fish and Wildlife Service – North American Wetlands Conservation Act Grants: North American Wetlands Conservation Act (NAWCA) grants increase bird populations and wetland habitat, while supporting local economies and American traditions such as hunting, fishing, bird watching, family farming, and cattle ranching. Wetlands protected by NAWCA provide valuable benefits such as flood control, reducing coastal erosion, improving water and air quality, and recharging ground water.

The U.S. Standard and Small Grants are a competitive, matching grant programs that supports public-private partnerships carrying out projects in the United States that further the goals of the NAWCA. These projects must involve long-term protection, restoration, and/or enhancement of wetlands and associated uplands habitats for the benefit of all wetlands-associated migratory birds.

Fish and Wildlife Service – Youth Engagement, Education and Employment: The grant is a cooperative agreement with member organizations of the FWS Youth Corps to engage with youth and veterans in projects under the Authority of the Public Lands Corps Act. The purpose of the PLC is to provide work and educational opportunities for youth in the areas of natural and cultural resource conservation, development, and scientific research. Youth perform work on our nation's public lands that cannot be carried out by Federal agencies at existing personnel levels. The PLC allows the Service to enter into partnerships using a financial assistance/cooperative with partner organizations to employ youth in PLC projects and internships. <https://www.grants.gov/web/grants/search-grants.html?keywords=Youth%20Environmental%20Outdoor%20Education%20and%20Camps>

Green and complete streets toolkit - This EPA tool is for communities that have adopted Complete Streets Policies and would like to integrate roadside green infrastructure to compliment walkable and/or bike friendly streets. (no website)

Green infrastructure wizard (GIWiz): GIWiz is an interactive application that provides access and guides users to the wide range of tools, research and resources that can support and promote water management and community planning decisions.

www.epa.gov/sustainability/giwiz

Green streets handbook: A resource guide with strategies and examples for using roadside green infrastructure to manage wet weather and improve conditions for cyclists and pedestrians.

www.epa.gov/green-infrastructure/green-street-handbook

Human environment digest - This monthly publication shares the latest information from a range of Federal and non-Federal sources, addressing transportation and its relationship to the human environment.

www.fhwa.dot.gov/livability/he_digest/

Intersections initiative - The Intersections Initiative is a year-long partnership between America Walks, the League of American Bicyclists, and the Safe Routes Partnership supported in part by the CDC. The initiative is designed to help build capacity to apply for infrastructure funding to support active and public transportation projects and identify the policies and practices that make this a reality. Community leaders, organizations, and local governments can work with subject matter experts to navigate Federal funding opportunities and build community demand.

<https://intersections-initiative.org/>

Legacy roads and trails program - This Forest Service Program was authorized and funded to direct work towards urgently needed road and trail repair and maintenance, road decommissioning, and removal of fish passage barriers. The program emphasizes areas where Forest Service roads may be contributing to water quality problems in streams and water bodies that support threatened, endangered, and sensitive species or community water sources. The Forest Service's Community Mitigation Assistance Team (CMAT) provides education on best mitigation practices and shares best practices.

Local Technical Assistance Program (LTAP)—This FHWA program provides training, technical assistance, and technology transfer services to help local and rural road agencies manage and maintain their roadway systems. The LTAP Centers (one in each

State) are in the process of developing a general training “Tips and Tricks for Applying for Federal Assistance.

www.fhwa.dot.gov/clas/ltap

National Aging and Disability Transportation Center (NADTC) — This Center is funded by FTA and promotes the availability and accessibility of transportation options for older adults, people with disabilities, caregivers, and communities. NADTC provides technical assistance to bikers by providing resources and training on accessible transportation to empower communities and support individuals.

www.nadtc.org/

National Center for Mobility Management—This Center is federally funded through a cooperative agreement with FTA, and pursues, facilitates, and supports partnerships between transportation/mobility management agencies and organizations that provide health-related, social, and community services to older adults, people with disabilities, and/or low-income individuals and families. The goal is to enhance transportation options for all through coordination and mobility management practices and strategic partnerships. The technical assistance that is provided is mostly in connection with transit, but it does provide some technical assistance related to bicycling in connection with transit. Examples include bike libraries and using micro mobility to supplement transit options.

<https://nationalcenterformobilitymanagement.org/>

National Endowment for the Arts—Challenge America: Challenge America offers support primarily to small organizations for projects in all artistic disciplines that extend the reach of the arts to groups/communities with rich and dynamic artistic and cultural contributions to share that are underserved.

<https://www.arts.gov/grants/challenge-america>

National Endowment for the Arts - Citizen’s Institute on Rural Design: CIRDC is a program of the National Endowment for the Arts, in partnership with the Housing Assistance Council and design partner, To Be Done Studio. The program supports Local Design Workshops that address the selected community’s specific rural design challenge, and a Design Learning Cohort program that will invite at least 15 rural communities to engage in peer learning and expert-led sessions online. All rural communities of 50,000 or less are eligible to apply for the CIRDC opportunities. Applications from nonprofits, tribal or municipal governments, regional planning and arts organizations, and other community partners are accepted.

<https://www.rural-design.org/>

National Endowment for the Arts—Our Town: Our Town is the NEA’s creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities. Our Town projects advance local economic, physical, or social outcomes in communities, ultimately laying the groundwork for systems change and centering equity. These projects require a partnership between a nonprofit organization and a local government entity, with one of the partners being a cultural organization. Grants range from \$25,000 to \$150,000, with a minimum cost share/match equal to the grant amount.

<https://www.arts.gov/grants/our-town>

National Fish and Wildlife Federation – America the Beautiful Challenge: The America the Beautiful Challenge will seek to advance conservation and restoration projects that are consistent with the principles outlined in the Conserving and Restoring America the Beautiful report and that focus on at least one of the following core areas of need:

- Conserving and restoring rivers, coasts, wetlands, and watersheds
 - Conserving and restoring forests, grasslands, and other important ecosystems that serve as carbon sinks
 - Connecting and reconnecting wildlife corridors, large landscapes, watersheds, and seascapes
 - Improving ecosystem and community resilience to coastal flooding, drought, and other climate-related threats
 - Expanding access to the outdoors, particularly in underserved communities
- Applicants are encouraged to develop large landscape scale and/or cross jurisdictional projects that advance existing conservation plans or are informed by Indigenous Traditional Knowledge.

<https://www.nfwf.org/programs/america-beautiful-challenge?activeTab=tab-3>

National Fish and Wildlife Foundation (NFWF) – Grant Opportunities: The National Fish and Wildlife Foundation provides funding on a competitive basis to projects that sustain, restore and enhance our nation's fish, wildlife and plants, and their habitats.

<https://www.nfwf.org/apply-grant>

National Fish and Wildlife Federation – Five Star and Urban Waters Restoration Program Grants: The Five Star and Urban Waters Restoration Program focuses on the stewardship and restoration of coastal, wetland and riparian ecosystems across the country. Its goal is to meet the conservation needs of important species and habitats, providing measurable and meaningful conservation and educational outcomes. The program requires the establishment and/or enhancement of diverse partnerships and an

education/outreach component that will help shape and sustain behavior to achieve conservation goals.

Funding priorities for this program include:

- On-the-ground wetland, riparian, in-stream and/or coastal habitat restoration
- Meaningful education and training activities, either through community outreach, participation and/or integration with K-12 environmental curriculum
- Measurable ecological, educational and community benefits
- Partnerships: Five Star projects should engage a diverse group of community partners to achieve ecological and educational outcomes.

<https://www.nfwf.org/programs/five-star-and-urban-waters-restoration-grant-program?activeTab=tab-1>

National Fish and Wildlife Foundation – Northern Great Plains Program: The National Fish and Wildlife Foundation (NFWF) is soliciting proposals to conserve and restore grasslands and wildlife species in the Northern Great Plains. The goal of the Northern Great Plains Program is to maintain and/or improve interconnected grasslands in focal areas to sustain healthy populations of grassland-obligate species while fostering sustainable livelihoods and preserving cultural identities. Particular species of interest include grassland obligate songbirds, black-footed ferret, pronghorn, and greater sage-grouse.

<https://www.nfwf.org/programs/northern-great-plains-program/northern-great-plains-2023-request-proposals>

National Fish and Wildlife Foundation – Bring Back the Native Fish Program: Bring Back the Native Fish awards grants to projects that conserve aquatic ecosystems, increase in-stream flows and build partnerships that benefit native fish species throughout the United States. The program also provides grants to implement the goals of the National Fish Habitat Action Plan.

Bring Back the Native Fish also supports projects that advance innovation in fisheries management, including developing decision support tools, landscape-scale assessments to determine where to implement restoration to maximize native fish recovery, piloting innovative restoration techniques, identifying key flow restoration thresholds that enhance fish habitat and water quality in flow-limited systems, and innovative public outreach methods like crowd-sourcing data or information needed for native fish conservation. Intermountain West native trout and char including Yellowstone/Snake River, Colorado River, San Juan and Greenback cutthroat trout, bull trout, Apache trout and Gila trout

<https://www.nfwf.org/programs/bring-back-native-fish>

National Fish and Wildlife Foundation and Walmart – Walmart Acres for America: Acres for America priorities include: Conserve critical habitats for birds, fish, plants and wildlife; Connect existing protected lands to unify wild places and protect migration routes; Provide access for people to enjoy the outdoors; and, Ensure the future of local economies that depend on forestry, ranching and recreation.
<https://www.nfwf.org/programs/acres-america?activeTab=tab-1>

National Forest Foundation – Matching Awards Program: On-the-Ground Conservation and Restoration Projects that Improve Forest Health and Outdoor Experiences
<https://www.nationalforests.org/grant-programs/map>

National Park Service (NPS) – Chesapeake Gateways Network Grants: NPS Chesapeake Gateways welcomes grant proposals purposely focused on advancing equity, inclusion, accessibility, and community engagement across two strategic themes: Advance a Major Inclusive Interpretive Initiative with an Equity Lens and Promote Resilient Communities & Landscapes Through Tourism, Sustainability, Conservation & Local Economies. Eligible communities are located in the Chesapeake Bay watershed region.
<https://www.nps.gov/chba/getinvolved/grants.htm>

National Park Service (NPS) – Community Assistance: This website provides an overview and links to NPS funding, project assistance, and special designation programs that are available to the public and community groups.
<https://www.nps.gov/articles/community-assistance-national-regional-programs.htm>

National Park Service (NPS) – Federal Land Acquisition: The Federal portion of the Land and Water Conservation Fund is used to acquire lands, waters, and interests therein necessary to achieve the natural, cultural, wildlife, and recreation management objectives of the National Park Service.
<https://www.nps.gov/subjects/lwcf/federalside.htm>

National Park Service (NPS) – Historic Preservation Grant Programs: The NPS Historic Preservation Grant Programs can assist communities with a variety of historic preservation and community projects focused on heritage preservation.
<https://www.nps.gov/orgs/1623/whatwedo.htm>

National Park Service (NPS) – Land and Water Conservation Fund: The Land and Water Conservation Fund provides grants to states for park and recreation-related land acquisition and development. Individual state pages for LWCF funding are most helpful.
<https://www.nps.gov/subjects/lwcf/stateside.htm>

National Park Service (NPS)—Outdoor Recreation Legacy Partnership (ORLP) Program: ORLP is a nationally competitive grant program that delivers funding to urban areas – jurisdictions of at least 50,000 people – with priority given to projects located in economically disadvantaged areas and lacking in outdoor recreation opportunities. These awards help underserved communities address outdoor recreation deficits by supporting projects in cities and densely populated urbanized areas that create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors.

<https://lwcfcoalition.org/orlp>

National Park Service (NPS) – Rivers, Trails, and Conservation Assistance Program (RTCA): RTCA Supports community-led conservation and outdoor recreation projects across the country. RTCA's network of planning and design professionals collaborate with community groups, nonprofits, tribes, and state and local government to design trails and parks, conserve and improve access to waterways, and protect special places.

www.nps.gov/rtca

National Park Service – Challenge Cost Share Program: The Conservation and Outdoor Recreation Challenge Cost Share program is intended to support specific National Park Service mission-related projects that align with the goals of project partners.

Challenge Cost Share projects must support one or more of the following funding themes:

- Addressing the Climate Crisis. Projects that address the climate crisis and build resiliency to a changing climate. Projects could include developing green infrastructure, nature-based solutions, and/or creating sustainable energy sources.
- Conservation Projects (Lands and Waters). Projects that increase the acres of protected or restored lands and waters.
- Advancing Equity for Youth from Underserved Communities. Projects that increase equitable access to parks for youth and young adults from underserved communities.
- Outdoor Recreation. Projects that increase public access to new and restored outdoor recreation opportunities.

<https://www.nps.gov/orgs/1837/index.htm>

National Park Service – Save America’s Treasures: SAT funds the preservation, rehabilitation, and conservation of nationally significant historic properties and collections. Eligible properties must be either currently: 1) individually listed as a National Historic Landmark or be a contributing property within a National Historic Landmark district, or 2) individually listed in the National Register of Historic Places for national significance (properties listed at the state or local significance are not eligible)

or be a contributing property within a nationally significant National Register Historic District. Properties include buildings, sites, structures and objects.

Eligible collections must be determined to be of national significance based on the supportive description of its significance within the application. Collections include artifacts, documents, sculptures and other works of art.

<https://www.nps.gov/subjects/historicpreservationfund/save-americas-treasures-grants.htm>

National Park Service – Inclusive Storytelling Grant: This grant will also support the work to document, interpret, and share stories about communities that have been historically excluded from participation in the outdoors – either through a community’s physical presence on public lands (e.g. segregation, forced removal, lack of accessible accommodations, environmental racism) or through the narrative of who belongs in the outdoors. Also consider submitting a proposal if your work strives to document or interpret stories that eliminate barriers, promote access, and cultivate connections to the many benefits of spending time outside, in cultural and historical spaces or to promote identification with parks as a beneficial element in society.

<https://www.nationalparks.org/grant-applications>

National Telecommunications and Information Administration – Internet for All: Funding has been provided with the goal of connecting everyone in America to affordable, reliable high-speed internet. This multi-agency effort sponsors programs that support high-speed internet planning, infrastructure, and adoption.

<https://www.internetforall.gov/programs>

Northern Border Regional Commission (NBRC): The NBRC provides grants in support of community and economic development projects (including outdoor recreation) across a region that includes much of Maine, New Hampshire, New York, and all of Vermont. NBRC’s largest annual grant opportunity is the State Economic & Infrastructure Development (SEID) program, which funds projects up to \$1 million (for true infrastructure), or \$350,000 (for non-infrastructure) per project. The SEID opportunity typically opens in March/April, with applications due in May, and awards made in early fall. For updates on funding opportunities, and a comprehensive listing of projects previously funded, please see NBRC’s website.

<https://www.nbrc.gov>

Northern Border Regional Commission (NBRC) – Catalyst Program: The purpose of this program is to stimulate economic growth and inspire partnerships that improve rural economic vitality across the four-state NBRC region. The Catalyst Program includes funding from NBRC’s core appropriations (SEID) and the Infrastructure Investment and

Jobs Act (IIJA). Catalyst funds will be used to support the economic revitalization of Northern Border communities through investments in infrastructure and non-infrastructure projects.

<https://www.nbrc.gov/content/Catalyst>

Northern Border Regional Commission (NBRC) – Forest Economy Program: The purpose of this program is to support the forest-based economy, and to assist in the industry's evolution to include new technologies and viable business models across the 4-state NBRC region. Whether funded directly or through partnerships, funds will be awarded to support projects in the forest economy, which may include community development projects, workforce training and development initiatives, marketing and education campaigns, business planning and technical assistance support, and public infrastructure projects.

<https://www.nbrc.gov/content/FEP>

Pedestrian and bicycle information center - This organization is partially funded by FHWA and its mission is to improve the quality of life in communities through the increase of safe walking and bicycling as a viable means of transportation and physical activity. This organization develops and shares resources vital to advancing mobility, access, equity, and safety for people who walk, bike, and roll. One of their three functional areas is "technical assistance and workforce development" where they provide webinars, training, presentations, reports, discussion guides, and issue briefs as well as adhoc technical assistance when requested at the Federal, State, and local levels.

www.pedbikeinfo.org/

Shared Use Mobility Center – This Center is federally funded through a cooperative agreement with FTA and connects the public and private sectors, pilots programs, conducts new research, and provides policy and technical expertise to cities and regions. The Center provides technical assistance such as crafting and releasing requests for proposals, managing vendor negotiations, selecting vehicle locations, creating pricing structures, incorporating guidance from community-based organizations, and building stakeholder and community support.

<https://sharedusemobilitycenter.org/technical-assistance/>

Spark mini-grant program - As part of the CDC's Active People, Healthy Nation Initiative, the League of American Bicyclists will award \$1,500 to organizations seeking to improve their communities through biking.

<https://bikeleague.org/applications-our-2023-community-spark-grants-are-now-open/>

State funding strategies workgroup - This virtual work group brings together active transportation organizations and advocates working to increase State and local funding for walking and bicycling. They have monthly meetings and discuss the “what” and the “how” - lessons learned, effective strategies, and the tips that they can offer to advocates pursuing funding for walking, bicycling, and Safe Routes to School at the state and local levels.

<https://www.saferoutespartnership.org/blog/join-state-funding-strategies-workgroup>

Sustainable Forestry Initiative – Sustainable Forestry Initiative Conservation Grants: The SFI Conservation Grants Program supports projects that engage non-profit organizations, SFI-certified organizations and other stakeholders in SFI’s mission of advancing sustainability through forest-focused collaboration. The SFI Conservation Grants Program strives to quantify and demonstrate the value of SFI-certified forestlands, and lands providing fiber through the SFI Fiber Sourcing Standard, toward mitigating climate change impacts, enhancing biodiversity, and protecting water resources.

<https://forests.org/conservationgrants/>

Transportation alternatives program state of states: On a quarterly basis, Safe Routes Partnership tracks States' progress awarding and obligating Transportation Alternatives Program funds. This tracking offers actionable insights for advocates and local governments.

<https://saferoutespartnership.org/blog/brand-new-our-state-states-quarterly-transportation-alternatives-program-implementation>

Tribal Technical Assistance Program – This FHWA program was designed to build the capability of the 573 federally recognized tribes to manage their highway assets by providing training and technical assistance that strengthen Tribal capacity for self-governance of transportation programs. This program has resources available to respond to questions in the following areas: Safety, Construction Management, Planning, Design, Environment, Construction Management, Contract Administration, Maintenance and Asset Management.

<https://www.fhwa.dot.gov/clas/ttap>

U.S. Department of Agriculture – Socially Disadvantaged Groups Grants: The primary objective of the Socially Disadvantaged Groups Grant program is to provide technical assistance to socially-disadvantaged groups through cooperatives and Cooperative Development Centers. Each fiscal year, applications are requested through a Notice published in the Federal Register and an announcement posted on Grants.gov.

<https://www.rd.usda.gov/programs-services/business-programs/socially-disadvantaged-groups-grant>

U.S. Department of Housing and Urban Development – Continuum of Care: The U.S. Department of Housing and Urban Development (HUD) released a first-of-its-kind package of resources to address unsheltered homelessness and homeless encampments, including funds set aside specifically to address homelessness in rural communities. The \$322 million available under this NOFO will enhance communities' capacity to humanely and effectively address unsheltered homelessness by connecting vulnerable individuals and families to housing, healthcare, and supportive services. This Special NOFO strongly promotes partnerships with healthcare organizations, public housing authorities and mainstream housing providers, and people with lived expertise of homelessness.

https://www.hud.gov/program_offices/comm_planning/coc/specialCoCNOFO

U.S. Department of Labor – Workforce Opportunity for Rural Communities (WORC): The WORC Initiative funds grant projects within the Appalachian, Lower Mississippi Delta, and Northern Border regions. These grants are designed to address the employment and training needs of the local and regional workforce, created in collaboration with community partners and aligned with existing economic and workforce development plans and strategies.

<https://www.dol.gov/agencies/eta/dislocated-workers/grants/workforce-opportunity>

U.S. Department of Transportation—Pedestrian and Bicycle Funding Opportunities: The link below will take you to a table that indicates potential eligibility for pedestrian and bicycle activities and projects under U.S. Department of Transportation surface transportation funding programs. Activities and projects need to meet program eligibility requirements. Project sponsors should integrate the safety, accessibility, equity, and convenience of walking and bicycling into surface transportation projects.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf

U.S. Department of Transportation – Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT): Provides funding to ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.

<https://www.transportation.gov/rural/grant-toolkit/promoting-resilient-operations-transformative-efficient-and-cost-saving>

U.S. Department of Transportation – RAISE Grants: This program helps communities around the country carry out projects with significant local or regional impact. RAISE discretionary grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, can be used for a wide variety of projects. Recent examples of funded projects include dedicated bus lanes in Baltimore, highway and bridge repair in New Mexico, dock replacements in Alaska, and a rail-to-trail project in Arkansas. Overall, USDOT has awarded \$9.9 billion to more than 700 projects.

<https://www.transportation.gov/RAISEgrants>

U.S. Department of Transportation – Reconnecting Communities Pilot Program: The first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Eligible facilities can be a highway, including a road, street, or parkway or other transportation facility, such as a rail line, that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities.

<https://www.transportation.gov/grants/reconnecting-communities>

U.S. Department of Transportation – Rural and Tribal Assistance Pilot Program: The BIL created the Rural and Tribal Assistance Pilot Program, which makes \$10 million available over five years to provide states, local governments, and tribal governments with grants to support project development leading to future applications to DOT credit or grant programs. The grants can support legal, technical, and financial advisors to help them advance infrastructure projects. The first notice of funding opportunity will include two fiscal years and will make \$3.4 million available to eligible applicants on a first-come, first-served basis.

<https://www.transportation.gov/buildamerica/RuralandTribalGrants>

U.S. Department of Transportation – Rural Opportunities to Use Transportation for Economic Success (ROUTES): An initiative to address disparities in rural transportation infrastructure by developing user-friendly tools and information, aggregating DOT resources, and providing technical assistance. The ROUTES Initiative aims to ensure rural transportation infrastructure's unique challenges are considered in order to meet priority transportation goals of safety, mobility, and economic competitiveness.

<https://www.transportation.gov/rural>

U.S. Department of Transportation – Safe Streets and Roads for All (SS4A): This is a discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The following activities are eligible for the SS4A program: Develop or update a comprehensive safety action plan (Action Plan); Conduct planning, design, and development activities in support of an Action Plan; Carry out projects and strategies identified in an Action Plan.

<https://www.transportation.gov/grants/SS4A>

U.S. Department of Transportation – Thriving Communities Program: The Thriving Communities Program (TCP) aims to ensure that disadvantaged communities adversely or disproportionately affected by environmental, climate, and human health policy outcomes have the technical tools and organizational capacity to compete for federal aid and deliver quality infrastructure projects that enable their communities and neighborhoods to thrive.

<https://www.transportation.gov/grants/thriving-communities>

U.S. Department of Transportation Federal Highway Administration – Federal Lands Access Program: Improves transportation facilities that provide access to, are adjacent to, or are located within Federal lands. Funds, distributed among States by formula, supplement State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

<https://flh.fhwa.dot.gov/programs/flap/>

U.S. Department of Transportation Federal Highway Administration – Recreational Trails Program: The Recreational Trails Program provides funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. Each State administers its own program, usually through a State resource agency, and has a state coordinator.

https://www.fhwa.dot.gov/environment/recreational_trails/rtpstate.cfm

<http://www.recreationaltrailsinfo.org/>

U.S. Department of Transportation Federal Highway Administration – Transportation Alternatives Set-Aside: These set-aside funds from the Surface Transportation Block Grant (STBD) program funding include all projects and activities that were previously eligible under the Transportation Alternatives Program, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as

historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

<https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

U.S. Department of Transportation Federal Highway Administration – Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program: The Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP) of The Fixing America's Surface Transportation Act (FAST Act) (Pub. L. 114-94, section 1123), provides funding for the construction, reconstruction, and rehabilitation of nationally-significant projects within, adjacent to, or accessing Federal and tribal lands. This Program provides an opportunity to address significant challenges across the nation for transportation facilities that serve Federal and tribal lands.

The NSFLTP Program provides discretionary funding for projects that have an estimated construction cost of at least \$25 million. Construction projects with an estimated cost equal to and exceeding \$50 million receive priority consideration in the selection process. Section 1123 of the FAST Act requires that projects have at least 10% of costs matched by funds not provided under any USDOT programs authorized under titles 23 or 49 of the U.S. Code, unless authorized under any other provision of law. FHWA shall consider criteria established under section 1123 of the FAST Act in rating all applications for funding under the Program in addition to the Secretary's objectives.

<https://highways.dot.gov/federal-lands/programs/significant>

U.S. Department of Transportation Federal Highway Administration – Recreational Trails Program: The Recreational Trails Program (RTP) provides funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses.

Each State administers its own program. Colorado's RTP Coordinator is Fletcher Jacobs: fletcher.jacobs@state.co.us

U.S. Department of Transportation Federal Highway Administration – Federal Lands Transportation Program: The FLTP provides funding for transportation facilities owned and maintained by the National Park Service (NPS), U.S. Fish and Wildlife Service (FWS), U.S. Forest Service (USFS), U.S. Army Corps of Engineers (USACE), Bureau of Land Management (BLM), and with the enactment of the FAST Act, the Bureau of Reclamation (BOR) and independent Federal agencies with natural resource and land management responsibilities. The program focuses on improving Federal lands transportation facilities (FLTFs) that are located on, adjacent to, or provide access to Federal lands. The FLTFs must be owned and maintained by the Federal government and must be included in the national FLTF inventory.

<https://highways.dot.gov/federal-lands/programs/transportation>

U.S. Economic Development Administration (EDA) – Economic Development Integration (EDI) Funding and Resources: EDA’s Economic Development Integration (EDI) team works with a wide range of federal partners to help communities access programs and coordinate resources to optimize federal assistance. The funding and resources page provides useful and relevant information about tools and funding opportunities available to communities.

<https://eda.gov/integration/funding-resources/>

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<https://eda.gov/integration/funding-resources/>

U.S. Economic Development Administration (EDA) - Public Works and Economic Adjustment Assistance Programs. Through this program, EDA provides grants ranging between \$100K to \$30million (with EDA Funding 50-80% of project costs depending on certain criteria). Each project funded under this program must be consistent with at least one of EDA’s Investment Priorities: 1. Equity 2. Recovery & Resilience 3. Workforce Development 4. Manufacturing 5. Technology-Based Economic Development 6. Environmentally-Sustainable Development 7. Exports & Foreign Direct Investment. Each project must be consistent with the region’s current Comprehensive Economic Development Strategy (CEDS), or if a CEDS does not exist, an equivalent EDA-accepted regional economic development strategy that meets EDA’s CEDS or strategy requirement.

<https://www.eda.gov/funding/funding-opportunities/category?category=266289>

U.S. Economic Development Administration – Travel, Tourism, and Outdoor Recreation Grant: Competitive Grants: \$240 million to help communities that have been hardest hit by challenges facing the travel, tourism and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future.

<https://eda.gov/arpa/travel-tourism/>

U.S. Environmental Protection Agency (EPA) – Brownfields Program: EPA’s Brownfields Program provides direct funding for brownfields assessment, cleanup, revolving loans, environmental job training, technical assistance, training, and research. To facilitate the

leveraging of public resources, EPA's Brownfields Program collaborates with other EPA programs, other federal partners, and state agencies to identify and make available resources that can be used for brownfield activities.

<https://www.epa.gov/brownfields/types-epa-brownfield-grant-funding>

U.S. Environmental Protection Agency – Clean Water State Revolving Fund (CWSRF): The Clean Water State Revolving Fund (CWSRF) program is a federal-state partnership that provides communities low-cost financing for a wide range of water quality infrastructure projects.

<https://www.epa.gov/cwsrf>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Thriving Communities Technical Assistance Centers (EJ TCTAC) Program: EPA's new EJ Thriving Communities Technical Assistance Centers Program will establish technical assistance centers across the nation providing technical assistance, training, and related support to communities with environmental justice concerns and their partners. The services provided will include training and assistance on writing grant proposals, navigating federal systems such as Grants.gov and SAM.gov, effectively managing grant funds, community engagement, meeting facilitation, and translation and interpretation services for limited English-speaking participants.

<https://www.epa.gov/environmentaljustice/environmental-justice-thriving-communities-technical-assistance-centers>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Collaborative Problem-Solving (CPS) Cooperative Agreement Program: EPA's EJ Collaborative Problem-Solving Cooperative Agreement Program provides funding for eligible applicants for projects that address local environmental and public health issues within an affected community. The CPS Program assists recipients in building collaborative partnerships to help them understand and address environmental and public health concerns in their communities.

<https://www.epa.gov/environmental-justice/environmental-justice-collaborative-problem-solving-cooperative-agreement-0>

U.S. Environmental Protection Agency (EPA – The Environmental Justice Government-to-Government (EJG2G) Program - The EJG2G program provides funding to governmental entities at the state, local, territorial and tribal level to support and/or create model government activities that lead to measurable environmental or public health results in communities disproportionately burdened by environmental harms and risks.

<https://www.epa.gov/environmentaljustice/environmental-justice-government-government-program>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Small Grants Program: EPA's EJ Small Grants Program supports and empowers communities working on solutions to local environmental and public health issues. The program is designed to help communities understand and address exposure to multiple environmental harms and risks.

<https://www.epa.gov/environmentaljustice/environmental-justice-small-grants-program>

U.S. Environmental Protection Agency (EPA) – Office of Community Revitalization: EPA's Office of Community Revitalization works with communities to help them grow in ways that expand economic opportunity while protecting human health and the environment. The Office of Community Revitalization conducts research; produces reports and other publications; provides examples of outstanding smart growth communities and projects; and works with tribes, states, regions, and communities through grants and technical assistance programs on a range of smart growth topics.

<https://www.epa.gov/smartgrowth>

USDA Forest Service – Citizen Science Competitive Funding Program: Citizen Science Competitive Funding Program (CitSci Fund) was launched in 2017 to support innovative projects that address science and resource management information needs while connecting people to the land and one another. It is an opportunity for USDA Forest Service units and partners to apply for up to \$60,000 over the course of 6 years for collaborative citizen science projects.

<https://www.fs.usda.gov/working-with-us/citizen-science/competitive-funding-program>

USDA Forest Service – Community Forest & Open Space Program: The Community Forest and Open Space Conservation Program provides financial assistance grants to local governments, Indian tribes, and qualified nonprofit organizations (including land trusts) to establish community forests that provide defined public benefits such as recreational opportunities, the protection of vital water supplies and wildlife habitat, demonstration sites for private forest landowners, economic benefits from timber and non-timber products.

<https://www.fs.usda.gov/managing-land/private-land/community-forest/program>

USDA Forest Service – Forest Legacy Program: The Forest Legacy Program is a conservation program administered by the USDA Forest Service that provides grants to state agencies to permanently conserve important forest lands that support strong markets for forest products, protect air and water quality, provide recreational opportunities, and sustain important fish and wildlife habitat.

<https://www.fs.usda.gov/managing-land/private-land/forest-legacy>

USDA Forest Service – Forest Stewardship Program: The Forest Stewardship Program (FSP) works in partnership with state forestry agencies, cooperative extensions, and conservation districts to connect private landowners with the information and tools they need to manage their forests and woodlands. FSP works to assist landowners to actively manage their land and related resources, keep land in a productive and healthy condition for present and future owners and increase economic benefits of land (e.g., timber harvesting) while conserving the natural environment. FSP also helps landowners identify goals for their land and the management activities needed to realize them.

<https://www.fs.usda.gov/managing-land/private-land/forest-stewardship/>

USDA Forest Service – Regional Research Stations: Forest Service R&D research needs to reflect the diversity of natural resources across the country. To accomplish this, research is conducted at nearly 80 locations across the United States, organized around five regional research stations plus the International Institute of Tropical Forestry in Puerto Rico and the Forest Products Laboratory in Madison, Wisconsin. R&D laboratories are complemented by a network of 80 experimental forests. In addition, R&D research includes collaborations in other countries.

<https://www.fs.usda.gov/research/stations>

USDA Forest Service – Urban & Community Forestry Program: The Urban and Community Forestry Program supports the health of all our nation's forests by creating jobs, contributing to vibrant regional wood economies, enhancing community resilience, and preserving the unique sense of place in cities and towns of all sizes. By working with our state partners to deliver information, tools and financial resources, the program supports fact-based and data-driven best practices in communities, maintaining, restoring, and improving the more than 140 million acres of community forest land across the United States. Technical support is provided to communities by state forestry agencies and non-profit partners for local actions, such as conducting tree inventories, preparing management plans and policies, and planting and caring for trees.

<https://www.fs.usda.gov/managing-land/urban-forests/ucf>

USDA Forest Service and American Indian Alaska Native Tourism Association (AIANTA) – NATIVE Act: This program will award grants of up to \$250,000 out of a total funding amount of approximately \$900,000 and is intended to advance the intent and purpose of the NATIVE Act through supporting and investing in efforts to enhance and integrate cultural tourism/cultural recreation to empower Native American communities and to advance the National Travel and Tourism Strategy. The program seeks applications from Tribal Nations, Tribal Enterprises and native nonprofits that border and/or have historic ties to USFS managed lands and USFS Regions.

<https://www.aianta.org/request-for-proposal-us-forest-service-aianta-native-act-grant/>

USDA Natural Resources Conservation Service (NRCS): The NRCS has several grants and technical assistance programs that support community conservation efforts. Some of them include:

Conservation Technical Assistance: NRCS can provide farmers and landowners technical assistance to manage their natural resources in a responsible and sustainable way.

Environmental Quality Incentives Program (EQIP): Provides landowners and land managers with financial assistance to address natural resource concerns on private, working lands through conservation practices. Issues addressed can include soil erosion, water quality impacts, soil quality degradation (soil compaction, soil productivity/health), low plant productivity, and degraded wildlife habitat.

Conservation Stewardship Program (CSP): Provides financial assistance to conservation minded agricultural and forestry producers by paying for existing conservation activity AND for newly adopted conservation measures. Adopting a new conservation activity is a requirement for program participation.

<https://www.nrcs.usda.gov/wps/portal/nrcs/site/national/home/>

USDA Natural Resource Conservation Service (NRCS) – Conservation Innovation Grants: Conservation Innovation Grants (CIG) is a voluntary program intended to stimulate the development and adoption of innovative conservation approaches and technologies while leveraging Federal investment in environmental enhancement and protection, in conjunction with agricultural production. Under CIG, Environmental Quality Incentives Program funds are used to award competitive grants to non-Federal governmental or nongovernmental organizations, Tribes, or individuals.

CIG enables NRCS to work with other public and private entities to accelerate technology transfer and adoption of promising technologies and approaches to address some of the Nation's most pressing natural resource concerns. CIG will benefit agricultural producers by providing more options for environmental enhancement and compliance with Federal, State, and local regulations. NRCS administers CIG.

<https://www.nrcs.usda.gov/wps/portal/nrcs/mt/programs/financial/cig/>

USDA Natural Resource Conservation Service – Regional Conservation Partnership Program: The Regional Conservation Partnership Program (RCP) promotes coordination of NRCS conservation activities with partners that offer value-added contributions to expand our collective ability to address on-farm, watershed, and regional natural resource concerns. Through RCP, NRCS seeks to co-invest with partners to implement projects that demonstrate innovative solutions to conservation challenges and provide measurable improvements and outcomes tied to the resource concerns they seek to address.

<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/rcpp/>

USDA Rural Development – Business and Industry Loan Guarantees: Provide guarantees on loans made by private lenders to help new and existing businesses gain access to affordable capital by lowering the lender’s risk and allowing for more favorable interest rates and terms.

<https://www.rd.usda.gov/programs-services/business-industry-loan-guarantees/>

USDA Rural Development – Community Facilities Program: Provides affordable loans, loan guarantees, and grants to construct, expand, or improve facilities that provide essential public services in rural areas, such as health care, education, public safety, and others.

<https://www.rd.usda.gov/programs-services/all-programs/community-facilities-programs>

USDA Rural Development – Inflation Reduction Act Funding for Rural Development (IRA): IRA represents the largest single investment in rural electrification since the passage of the Rural Electrification Act in 1936. The Act provides funding to USDA Rural Development to help eligible entities purchase renewable energy and zero-emission systems and make energy-efficiency improvements that will significantly reduce greenhouse gas emissions.

<https://www.rd.usda.gov/inflation-reduction-act>

USDA Rural Development – Rural Business Development Grants: Help small and emerging private businesses and/or nonprofits in rural communities startup or expand businesses. Funds may be used to acquire or develop land, buildings, plants, and equipment; build or improve access roads, parking areas, utility extensions, and water and waste disposal facilities; provide technical assistance; establish revolving loan funds; and support rural distance learning programs that provide educational or job training.

<https://www.rd.usda.gov/programs-services/rural-business-development-grants>

USDA Rural Development – Rural Innovation Stronger Economy (RISE) Grants: The Rural Innovation Stronger Economy (RISE) Grant Program offers grant assistance to create and augment high-wage jobs, accelerate the formation of new businesses, support industry clusters and maximize the use of local productive assets in eligible low-income rural areas.

<https://www.rd.usda.gov/programs-services/business-programs/rural-innovation-stronger-economy-rise-grants>

USDA Rural Development – Rural Microentrepreneur Assistance Program: The program provides loans and grants to Microenterprise Development Organizations (MDOs) to help microenterprises startup and growth through a Rural Microloan Revolving Fund. The program also provides training and technical assistance to microloan borrowers and micro entrepreneurs.

<https://www.grants.gov/web/grants/view-opportunity.html?opId=343324>

USDA Rural Development – Single Family Housing Programs: Provide loans, loan guarantees, and grants to give families and individuals the opportunity to buy, build, repair, or own safe and affordable homes located in rural America. Includes grants and loans for rural housing, housing preservation, and direct home loans. Eligibility for these loans, loan guarantees, and grants is based on income and varies according to the average median income for each area.

<https://www.rd.usda.gov/programs-services/all-programs/single-family-housing-programs>

USDA Rural Development – Summary of Major Programs: A summary document that catalogs the more than 40 programs USDA has to support rural America, including telecommunications, electric, community facilities, water and environment, business and cooperative programs, and single and multi-family housing programs.

https://www.rd.usda.gov/files/RD_ProgramMatrix.pdf

USDA Rural Development – Telecom Programs: Loans and grants to build and expand broadband networks in eligible rural areas. Loans build broadband networks and deliver service to rural households and businesses and provide capital for rural telecommunications companies and broadband providers. Grants are reserved for communities with the highest need.

<https://www.rd.usda.gov/programs-services/all-programs/telecom-programs>

USDA Rural Development – Water and Waste Disposal Loan and Grant Programs: Provides funding for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas.

<https://www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program>

U.S. Small Business Administration (SBA): Created in 1953, SBA helps small business owners and entrepreneurs pursue the American dream. The SBA is the only cabinet-level federal agency fully dedicated to small businesses and provides counseling, capital, and contracting expertise as the nation's only go-to resource and voice for small businesses. If you need access to capital to help you achieve your business goals, the SBA offers various funding programs for all business types. Whether you need to create a

successful business plan, get expert advice on expanding your business, or train your team, SBA's resource partner network is here to help!

For Funding Programs: <https://www.sba.gov/funding-programs>

For Local Assistance visit: <https://www.sba.gov/local-assistance/find?address=87107&pageNumber=1>

Walkability action institute - National Association of Chronic Disease Directors (NACDD) collaborates and receives financial support from the CDC on a multiday "course" for interdisciplinary teams representing approximately six regional/metropolitan planning organizations, or county or municipality jurisdictions from within a State. The interdisciplinary teams are comprised of public health, transportation, planning, elected officials, and other disciplines attend the course, develop team action plans, and implement policies, plans, projects, or system improvements to improve the design of their communities, regions, and states to support safe and accessible walking and biking over the long term.

<https://chronicdisease.org/page/WAI/>

Non-Federal Funding and Technical Assistance

AARP Community Challenge Grants: These grants fund projects that help communities make immediate improvements and jump-start long-term progress towards livability for people of all ages in communities across the nation. 2019 projects were designed to create vibrant public places, demonstrate the tangible value of “Smart Cities,” deliver a range of transportation and mobility options, and/or support the availability of a range of housing choices.

<https://www.aarp.org/livable-communities/community-challenge/>

The Access Fund – Climbing Conservation Grant: The Access Fund’s Climbing Conservation Grant Program funds projects that preserve or enhance climbing access and opportunities and conserve the climbing environment throughout the US. Since our inception in 1991, Access Fund has funded over \$1.4 million to local organizations, climbers, and public agencies (see our Grant History).

Because we're a member-supported nonprofit organization, we fund projects that demonstrate local climber support, collaboration with land managers, and a commitment to long-term change. Your group’s efforts should be quantifiable, with specific objectives, a detailed budget, and measures for evaluating success. Most grant requests range from \$1,000 to \$4,000. Access Fund considers requests for more than \$10,000, but these projects should have national significance and use a high degree of matching funds. If requesting more than \$10,000, please reach out to grantapplications@accessfund.org before submitting your application. Read through the projects that were awarded during 2019’s Second Round to see examples of proposals that were vetted and awarded by Access Fund’s grant committee.

<https://www.accessfund.org/take-action/apply-for-funding/climbing-grant-application>

America Walks – Technical Assistance for Walkable Communities: America Walks provides technical assistance and “rapid-response” services at no charge. We regularly receive questions on a variety of walking topics, including starting community groups, getting a crosswalk installed, passing a Vision Zero policy, and more. We respond with advice, best practices, case studies, and provide connections to other practitioners.

<https://americawalks.org/programs/technical-assistance-for-walkable-communities/>

American Trails – Legacy Trails Grant Program: American Trails has partnered with the U.S. Forest Service to create the Legacy Trails Grant Program. The goal of the program is to support projects that restore, protect, and maintain watersheds on our national forests and grasslands. The Forest Service identifies and prioritizes watershed acres or

areas where Forest Service roads and trails may impact water quality in streams and water bodies. American Trails will be looking to fund projects that restore fish and aquatic organism passage, improve trail resiliency, preserve trail access, decommission unauthorized trails, and convert unneeded Forest Service roads to trails. American Trails is administering this grant program, and is soliciting applications for funding, with awards up to \$100K per project.

<https://www.americantrails.org/legacy-trails-program>

American Trails – The Trail Fund: These grants are for work on motorized or nonmotorized trails/project that are open to the public anywhere in the United States. We will focus our funding on state and local lands, and Federal lands will be accepted. For trails located on US Forest Service land can be funded through the Trail Partner Funding.

<https://www.americantrails.org/apply-for-the-trail-fund#eligibility>

Athletic Brewing Co – Two for the Trails: Grants are for trails, beaches, waterways, parks, and urban areas needing outdoor maintenance.

<https://athleticbrewing.com/pages/two-for-the-trails>

Bass Pro Shops & Cabela's: Together with their partners in conservation, Bass Pro Shops and Cabela's are working to positively shape the future of the outdoors through donations, grant-making and advocacy. They invest in programs and initiatives aimed at conserving wildlife and habitat, connecting new audiences to the outdoors, advocating for access and sportsmen's rights, supporting military and veterans, and strengthening communities in the Missouri Ozarks.

<https://about.basspro.com/community/support/?lcab.rdr=TRUE>

Bill and Rosemary Gallagher Foundation – Bill and Rosemary Gallagher Foundation

Grants: Some eligible project areas of interest: Education

Improve educational opportunities for citizens of Western Montana

Art and Culture

Art programs

Theatrical, artistic and educational programs for youth

Creative and cultural expression

<http://www.thegallagherfoundation.org/application-process.html>

Blue Zones – Made to Move: The Made to Move program is a competitive funding opportunity created to assist communities in advancing active transportation through local project development, implementation, and supporting policies. With the ultimate goal of promoting more walkable, bikeable, transit-friendly environments for all ages,

incomes, and abilities, this funding opportunity will be awarded to five mid-sized communities in the United States. Each community will receive \$100,000 plus technical assistance from the Blue Zones, LLC, built environment team.

<https://www.bluezones.com/made-to-move/>

BNSF Railway – BNSF Grants: Eligible projects: Environmental, sustainability or conservation projects, Health & human services, Cultural and historic preservation

<http://www.bnsffoundation.org/how-to-apply/>

Bullitt Foundation – Bullitt Foundation Grants: The Bullitt Foundation awards grants to U.S. nonprofit organizations and Canadian Charities or those that identify themselves as a validly organized and operating municipal corporation, public agency, or Native American Tribe. The Foundation funds projects in four main areas:

Regional Ecosystem Health

Deep Green Buildings

Resilient Cities, Healthy Communities

Energy, Climate and Materials

<https://bullittfoundation.force.com/Grantee/s/>

Causality Brand Grant: Causality offers both full (pro bono) and matching (partial, funding requirement of 50 percent) service grants to nonprofits for brand marketing and creative services such as brand assessment and development, identity design or logo refresh, marketing materials, marketing campaign development, website design and build, digital/social media graphics, and more.

<https://www.causalitybrandgrant.com/>

Cinnabar Foundation – Conservation Program Grant: Grant Program Areas:

~Community Conservation & Sustainable Agriculture

~Conservation Education & Research

~Environmental Advocacy

~Private Land Conservation

~Public Lands (access, advocacy, stewardship, wildlife habitat)

~Water Quality and Fisheries

<https://www.thecinnabarfoundation.org/special-project-grants.html>

Cliff Family Foundation: The Cliff Family Foundation awards grants on an annual basis for general operational support as well as for specific projects. The Foundation's funding priorities include strengthening food systems, enhancing equitable community health outcomes, and safeguarding the environment and natural resources. Priority is given to

applicants that address two of their funding priorities at the same time, demonstrate strong community ties, and operate within visible and clearly defined plans for positive change.

<https://clifffamilyfoundation.org/grants-program>

Community Transportation Association of America – Rural Passenger Transportation Technical access program

: Funded by USDA Rural Development, this program helps rural communities enhance economic growth and development by improving transportation services. The program provides planning assistance for facility development, transit service improvements and expansion, new system start-up, policy and procedure development, marketing, transportation coordination, training, and public transit problem-solving activities.

<https://ctaa.org/rural-tribal-passenger-transportation-technical-assistance/>

Doris Duke Charitable Foundation - Doris Duke Charitable Foundation Environment Grants: Through the Environment Program, the foundation typically awards grants via invited proposals and, occasionally, open funding competitions. A variety of foundation-supported funding opportunities are also available through regranting programs administered by partner organizations. The foundation's land capital funds are typically distributed through regranting competitions administered by regional conservation organizations.

Unsolicited proposals about future support for projects that fall within the Environment Program's three primary grantmaking strategies can be submitted through a letter of inquiry. Please review our areas of focus to determine whether your proposal fits our objectives by visiting the program's What We Support page.

<https://www.ddcf.org/funding-areas/environment/grant-making-process/>

Fluor Giving: Grants are only made to organizations that are 501(c)(3) non-profit organizations or qualifying non-governmental organizations. An emphasis is placed on programmatic and operating support. Special event and fundraising support is generally not considered. Priority is given to organizations that align to Fluor's strategic focus areas and provide opportunities for employee volunteerism. Fluor's key focus areas are Education, Public Health and Critical Human Needs, Economic Development, and Environment.

<https://www.fluor.com/sustainability/community>

The Fruit Tree Planting Foundation – FTFP Orchard Grant: Fruit Trees For Your Community

The Fruit Tree Planting Foundation (FTFP) is an award-winning international nonprofit charity dedicated to planting fruitful trees and plants to alleviate world hunger, combat

global warming, strengthen communities, and improve the surrounding air, soil, and water. FTPF programs strategically donate orchards where the harvest will best serve communities for generations, at places such as community gardens, public schools, city/state parks, low-income neighborhoods, Native American reservations, international hunger relief sites, and animal sanctuaries.

<https://www.ftpf.org/apply>

GrantWatch: A website listing thousands of current grants, funding opportunities, awards, contracts and archived grants.

<https://www.grantwatch.com/>

High Stakes Foundation - High Stakes Foundation Grants: We fund transformational ideas that promote equality, climate change solutions, economic development, local agriculture, sustainable communities, ecosystem preservation and leadership in Montana.

<https://highstakesfoundation.org/home-page/>

Institute of Museum and Library Services – Native American Library Services Enhancement Grants: This program is designed to assist Native American tribes in improving core library services for their communities. Reflecting IMLS’s agency-level goals of championing lifelong learning, strengthening community engagement, and advancing collections stewardship and access, the goals for this program are to improve digital services to support needs for education, workforce development, economic and business development, health information, critical thinking skills, and digital literacy skills; improve educational programs related to specific topics and content areas of interest to library patrons and community-based users; and enhance the preservation and revitalization of Native American cultures and languages.

<https://www.ims.gov/grants/available/native-american-library-services-enhancement-grants>

International Mountain Biking Association – Trail Accelerator Grant: Eligible projects: Projects that serve mountain bikers as the primary users, though multi-purpose human-powered trail uses are viable as well. Projects that will result in a visible and substantial increase in access, improved mountain bike experiences, and greater community benefit. Projects where the Trail Accelerator grant stands to leverage additional resources to ensure the success of the project. Projects that promote community development, volunteer recruitment, new rider development, youth riding, and engaging marginalized community members. Higher preference will be given to projects that demonstrate a focus on diversity, equity, and inclusion.

<https://www.imba.com/trails-for-all/trail-accelerator-grants>

Irving Foundation - The Irving Foundation is interested in supporting organizations whose work focuses on educating youth for self sufficiency in New England or Montana. Focus areas include the arts, STEM, environmental stewardship, or health.

<http://www.theirvingfoundation.org/apply>

Jerry Metcalf Foundation – Jerry Metcalf Foundation Grants: Eligible project purposes: specific projects, buildings, assets and endowments, operation and administration costs and matching funds. The Foundation supports projects in these areas: the visual, performing, and literary arts, historical research and preservation, environmental research and conservation, and education and community health.

<https://www.jerrymetcalfmontana.org/grantguidelines.html>

KaBoom! Playground Grants: Several KaBoom! grants support the development of playgrounds in communities.

<https://kaboom.org/grants>

Lewis and Clark Trail Heritage Foundation – Trail Heritage: Grants fund preservation, protections and interpretation of the natural, historic, educational, and cultural resources of the Lewis and Clark national Historic Trail. Projects must meet goals of the LCTSE Program: a) Enhance public access, enjoyment, or knowledge of significant or identifiable Lewis and Clark sites;

b) Protect, preserve, or restore a threatened and important Lewis and Clark site or associated natural or cultural resources;

c) Involve partners such as a private property owner; youth groups such as schools, Boy Scouts/Girls Scouts of America; government agencies; other non-profit organizations or land trusts; and especially Indian Tribes.

d) Are sustainable or maintainable by the requesting Chapter or organization

<https://www.lewisandclark.org/grants/>

M.J. Murdock Charitable Trust – Strategic Projects: Grant projects must serve Alaska, Idaho, Montana, Oregon and Washington. Capital project grants support construction, renovation, land purchase and other capital projects. Organizations must be tax-exempt. Funds: Arts and culture, education, scientific research, human services, health.

<https://murdocktrust.org/grant-opportunities/>

Move United – Adaptive Equipment Grants: Move United, in partnership with The Hartford, is empowering youth and adults with disabilities to achieve amazing things by making adaptive equipment and sports more accessible. The program goal is to make a significant impact in adaptive sports by empowering 60,000 people, including youth and

adults with disabilities, to participate sports and recreation over 10 years. After providing 38 Move United Member Organizations with grants in 2018-2022, The Hartford and Move United are excited to announce we are inviting the next round of Member Organizations to apply to be a new partner to help advance the goal to grow adaptive sports programs.

<https://moveunitedsport.org/equipment-grant-opportunity/>

National Center for Rural Road Safety: A national hub of training, resources, and technical assistance for rural road safety improvements. The center is intended to develop and share multidisciplinary rural road safety training, resources, and technical assistance that is dynamic, collaborative, and responsive. The funding page provides updated links to grants and funds that focus on rural transportation safety.

<https://ruralsafetycenter.org/resources/funding/>

National Recreation and Park Association (NRPA): NRPA provides information about grant and fundraising opportunities that are available for park and recreation agencies and affiliated friends groups and 501(c)(3) nonprofits.

<https://www.nrpa.org/our-work/Grant-Fundraising-Resources/>

National Wilderness Stewardship Alliance: NWSA is a network of volunteer-based organizations to provide stewardship for America's enduring resource of wilderness. They have variety of funding grant programs (\$2-10,000 range) related to stewardship and trails. Applications are usually due by late March of each year.

https://www.wildernessalliance.org/funding_programs

Northwestern Energy – Conservation Grant: Grant will be considered for requests regarding environmental preservation including habitat, fish and wildlife protection.

<https://www.northwesternenergy.com/in-your-community/charitable-programs>

Otto Bremer Trust – Health and Wellbeing Grant: Examples include early education and parenting programs, community recreation, physical and mental health services, youth support and enrichment, post-secondary education and job skills.

<https://ottobremer.org/social-return/#How-To-Apply--Schedule>

Outride Bike – Outride Fund: Outride Fund supports projects related to youth cycling, including education, youth rider development, bike-cooperatives, earn-a-bike programs, and trail/bikepark/pump track projects.

<https://outridebike.org/outride-fund>

Parks for All / Hydro Flask – Parks Grant: Must meet one of the following criteria:

New parks category Projects large and small in scale are vital for increasing the outdoor spaces available for everyone. From the creation of small urban parks, to the expansion of large trail systems, we seek to fund new trails for walkers and runners, bikers and hikers and swimmers and paddlers too. New parks applications should involve the completion of trail miles, park infrastructure, or other similar outcomes. If your project contributes to the creation of new parks or trails, from planning to construction, with specific outcomes or milestones in 2023, we encourage you to apply under this category.

Park maintenance and restoration category There is tremendous work needed to care for, restore, and maintain our outdoor spaces and our ability to continue to enjoy them. Ideal programs think creatively about engaging communities in stewardship work and creating connections between people and the land. If your program focuses on caring for and improving outdoor spaces to improve recreation experiences and involves over 1,000 person-hours in the course of this work, please complete the application under this category.

Park access / education category Supporting more equitable access and the education (and confidence) for all to enjoy our parks is a core tenant of the Parks for All program. Specifically, we seek to support projects that break through the barriers faced by Black, Indigenous, People of Color, Latinx, Asian, womxn, LGBTQIA2S+, Disabled, and other historically marginalized communities. We want to work with nonprofits that are helping change the narrative of time outside and are addressing issues of representation and access. Ideal programs build inclusivity through innovative programming, and/or developing hundreds of new outdoor participants through experiential immersion. If your program seeks to develop new outdoor lovers, this category is for you.

Single use plastics reduction Hydro Flask launched its #RefillForGood initiative in July 2020, uniting the brand with consumers and global thought leaders to eliminate single-use container waste. #RefillForGood is our rally cry to make good changes for good reasons, educating people to protect and preserve green spaces through simple, achievable actions – such as choosing reusable alternatives to single-use bottles and containers. We welcome organizations who share this mission to apply with projects aimed at reducing single use plastics. Project-examples might include beach cleanups, park water bottle refill station installations, or single use plastic reduction awareness campaigns in parks.

https://www.cybergrants.com/pls/cybergrants/quiz.display_question?x_gm_id=7616&x_quiz_id=10610&x_order_by=1

Patagonia – Patagonia Environmental Grants: We support innovative work that addresses the root causes of the environmental crisis and seeks to protect both the environment and affected communities. We focus on places where we've built

connections through outdoor recreation and through our network of retail stores, nationally and internationally.

We believe local battles—campaigns to protect a specific stand of forest, a stretch of river, a native wild species or a community suffering from pollution—build public support and confront larger, more complex issues like climate change, loss of biodiversity and environmental justice.

We encourage work that brings historically marginalized communities to the forefront of the environmental movement and defends communities whose health and livelihoods are threatened by environmental exploitation.

We support multipronged campaigns that push for greater environmental protections and force the government to abide by its own laws.

<https://www.patagonia.com/how-we-fund/>

People for Bikes: The People for Bikes Community Grants Program provides funding for important projects that build momentum for bicycling in communities across the U.S. These projects include bike paths and rail trails, as well as mountain bike trails, bike parks, BMX facilities, and large-scale bicycle advocacy initiatives. Grant cycles are 1-2 per year and are up to \$10,000.

<https://www.peopleforbikes.org/grants>

Project for Public Spaces – Community Placemaking Grants: Provides funding to US-based nonprofits and government agencies to address inequalities in public space access by working directly with local stakeholders to transform public spaces or co-create new ones. We do this by providing direct funding, technical assistance, and capacity building facilitated by Project for Public Spaces.

<https://www.pps.org/community-placemaking-grants>

Rails-to-Trails Conservancy: This website lists many federal, state, and local government funding mechanisms, as well as grants, partnerships, and other creative funding methods available for trail building – for acquisition and maintenance.

- Acquisition Funding: <https://www.railstotrails.org/build-trails/trail-building-toolbox/funding/acquisition-funding/>
- Bipartisan Infrastructure Law Trail and Infrastructure Funding: https://www.railstotrails.org/media/1167725/bil_eligibilities_2021final.pdf
- Carbon Reduction Program: <https://www.railstotrails.org/policy/funding/climate/crp/>
- Congestion Mitigation and Air Quality: <https://www.railstotrails.org/policy/funding/climate/cmaq/>
- Earmarks: <https://www.railstotrails.org/policy/funding/earmarks/>

- Neighborhood Access and Equity Grant Program: <https://www.railstotrails.org/policy/funding/equity/nae/>
- New Federal Funding for Trails: <https://www.railstotrails.org/policy/funding/>
- Maintenance Funding: <https://www.railstotrails.org/build-trails/trail-building-toolbox/funding/maintenance-funding/>
- Rural Surface Transportation Grant: <https://www.railstotrails.org/policy/funding/rstg/>

Safe Routes Partnership – Safe Routes to Parks: The Safe Routes to Parks Activating Communities program provides in-depth technical assistance and grant funding to ten communities working to improve safe, secure park access for people of all ages and abilities in low-income communities and communities of color.

<https://www.saferoutespartnership.org/healthy-communities/saferoutestoparks>

Shell Oil Grant Program: Shell partners with leading organizations that are aligned to our global footprint and have proven track records for making a difference in our three areas of focus: Community, Education, and Environment. While the program generally funds large national non-profit organizations it also invests in local communities where Shell has a strong presence. Typically, Shell chooses to work with community organizations with which we have established or proactively developed relationships.

<https://www.shell.us/sustainability/request-for-funding-from-shell.html#vanity-aHR0cHM6Ly93d3cuc2h1bGwudXMvc3VzdGFpbmFiaWxpdHkvcmlVxdWVzdC1mb3ltYS1ncmFudC1mcm9tLXNoZWxsLmh0bWw>

Smart Growth America – Community Connectors Grants: The Community Connectors program to help advance locally driven projects that will reconnect communities separated or harmed by transportation infrastructure and tap available federal and state funds to support them. 15 teams from small to mid-sized cities (between approximately 50,000 and 500,000 in population) will be selected to receive a capacity-building grant to advance these projects.

<https://smartgrowthamerica.org/program/community-connectors-grants/>

Spanish Peaks Community Foundation – Spanish Peaks Community Foundation Grants: Grant applications are focused on local organizations and projects that deliver direct community services, educational support, affordable access to outdoor resources and recreation, and cultural opportunities that enrich the Big Sky community.

<https://spanishpeaksfoundation.org/grant-application/>

T-Mobile Hometown Grant Program: T-Mobile's Hometown Grant program is investing big in small towns by awarding up to 100 towns a year with project funding—up to

\$50,000 each. The program focuses on projects that revitalize community spaces in towns with 50,000 people or less. Recipients are selected and awarded on a quarterly basis.

<https://www.t-mobile.com/brand/hometown-grants>

Temper of the Times Foundation – Temper of the Times Foundation Grants: Temper of the Times Foundation provides funds only to nonprofit organizations classified as 501(c)(3) public charities by the Internal Revenue Service. The Foundation does not provide grants to individuals, for-profit organizations, or government agencies. Grants are typically between \$5,000 and \$15,000 and are awarded for projects that will lead to measurable outcomes for wildland ecosystem conservation and restoration in the United States. Grants may be used to fund the production of print, radio, or television ads, to pay for advertising space or airtime, or to produce or distribute pamphlets, books, videos, or press packets. Because grants are for wildland ecosystem advertising campaigns, not for general organizational support, they may not be used to cover costs associated with the production of organization newsletters, membership campaigns, or for staff salaries. In addition, the Foundation cannot fund lobbying efforts or candidates for political office.

<http://temperfund.org/>

The Conservation Alliance: The Conservation Alliance Grants Program seeks to protect threatened wild places throughout North America for their habitat and recreational values. These grants are given to registered 501(c)3 nonprofit organizations working to protect the special wild lands and waters in their backyards. While these funds are often for protecting land, they have been utilized for providing pedestrian access to wild lands, which includes trail development.

<http://www.conservationalliance.com/grants/>

The Conservation Fund – Balancing Nature and Commerce Course: The Conservation Fund's Conservation Leadership Network offers several resources, including the Balancing Nature and Commerce Course. This course is an opportunity for gateway communities from around the country to participate in 2 webinars and a 3-day in-person workshop to catalyze collaborative action, cultivate local leadership and advance solutions. During the course, community-based teams will identify opportunities to build healthier communities based upon their unique assets and hear about the latest trends in resilient natural and cultural resources, diverse recreation assets, accessibility as a foundation, and revitalized main streets and downtowns. Teams will develop specific action plans for implementation when they return home.

<https://www.conservationfund.org/our-work/conservation-leadership-network>

Together Outdoors – Grant Programs: The goal of Together Outdoors is to fund outdoor inclusion initiatives that are “by the community, for the community.” They use a trust-based approach to dismantle historical barriers to funding. In this initial pilot round of grants, Together Outdoors will make one-time awards of \$5,000 to \$10,000. Funding supports two main initiatives. “Research + Resources” provides monetary support for the development of research and resources concerning inclusion in the outdoors, such as toolkits, educational resources, audio and video resources and linguistic translations. “Activating Change Outdoors” supports outdoor recreation-related programming, events and leadership development initiatives that benefit communities of color and intersecting minority groups.

<https://www.togetheroutdoors.com/grantprograms>

Toshiba America – Toshiba America Foundation Grants: Sixth to 12th grade teachers can apply for a grant of up to \$5,000 and more than \$5,000 to help bring an innovative project can improve STEM (Science, technology, engineering, and math) learning in their classroom. Applications must be for project-based learning.

<https://www.toshiba.com/taf/612.jsp>

Trail Trust – Trail Grant: Focus Areas: Trail Building and Maintenance: We want to meaningfully support trail building and land maintenance for both bikes and powered vehicles.

Responsible Recreation: We aim to promote the safe and responsible use of trails/land by educating the public about minimizing the environmental impact of outdoor adventuring.

Expanding Access: We seek to diversify the population that participates in the bike and powered vehicle industries which have historically seen inadequate diverse representation.

<https://forms.benevity.org/69197437-ab71-40ee-a391-efa01b49b98a>

Trout Unlimited – Embrace a Stream (EAS) : Embrace A Stream (EAS) is a matching grant program administered by TU that awards funds to TU chapters and councils for coldwater fisheries conservation. Trout Unlimited (TU) chapters and councils are asked to submit project proposals that best address the needs of native and wild salmon, steelhead and trout following TU’s protect, reconnect, restore, and sustain conservation model.

<https://www.tu.org/get-involved/volunteer-tacklebox/fundraising-resources/grants-corporate-fundraising/embrace-a-stream/>

Union Pacific – Union Pacific Foundation Local Grant, Community Spaces - Possible eligible project: Provide clean, safe, equitable and accessible outdoor recreational

and/or educational opportunities that foster an appreciation for our natural environment.

Beautify neighborhoods and main street areas, especially in historically underinvested neighborhoods, in order to improve livability, promote commerce and, ultimately, attract more residents, businesses and visitors to town.

U.S. Endowment for Forestry and Communities – Innovative Finance for National Forests Grant Program: This grant program, developed in partnership with the USDA Forest Service National Partnership Office and the National Forest Foundation, develops, refines, and scales tools, templates, and approaches that direct private investment capital to improve the health of the National Forest System through projects that deliver environmental and social outcomes and financial returns. Project activities may take place on the National Forest System; on adjacent state, private or tribal lands; or across boundaries provided outcomes contribute to the health of Forest Service ownership.
<http://www.ifnfggrants.org/>

Vision Maker Media – Fund Your Film: Vision Maker Media funds Native American and Alaska Native media at all stages of development, including Native Youth media projects, creative shorts, and public media.
<https://visionmakermedia.org/fund-your-film>

Waste Management – Community Impact Growth: With a commitment to sustainability and reducing dependence on fossil fuels, we give priority consideration to organizations and programs that preserve and/or enhance renewable resources. We're committed to enhancing communities through programs that make them cleaner and better places to live. When we ensure that our neighborhoods and communities are safe and sustainable, we provide the best living environment for customers, employees and stakeholders.
<https://www.wm.com/us/en/inside-wm/social-impact/community-impact>

Weyerhaeuser – Giving Fund: Giving Fund support communities where Weyerhaeuser has a significant presence or business interest. Focus areas for funding are: affordable housing; education and youth development; environmental stewardship; human services; civic and cultural growth; workforce development; and diversity, equity and inclusion.
<https://www.weyerhaeuser.com/company/values/citizenship/giving-fund/a>

Wildlife Conservation Society – Climate Adaptation Fund: The WCS Climate Adaptation Fund ("the Fund") strives to increase the pace and scale of impact in adaptation for wildlife and ecosystems by increasing innovation, accelerating learning, and mainstreaming proven adaptation approaches.

The WCS Climate Adaptation Fund will provide up to \$2.5 million in competitive grants in 2022. Awards will be made to non-profit conservation organizations applying for one of two grant categories:

Adaptation Implementation projects that apply innovative approaches to conservation actions designed to help wildlife and ecosystems adapt to climate change. These projects must include a monitoring plan to inform adaptive management decisions and evaluate progress towards project outcomes. These grants will be up to \$300,000 over 3 years.

Adaptation Mainstreaming projects that work to facilitate the conditions necessary to increase the uptake of an adaptation approach with known benefits. These grants will be up to \$100,000 for 2 years.

<https://www.wcsclimateadaptationfund.org/program-information>

Yamaha – Yamaha Outdoor Access Initiative Grant: Grant awarded to non-profit or tax exempt groups (clubs & associations), public riding areas (local, state and federal), outdoor enthusiast associations and land conservation organizations, and communities with an interest in protecting, improving, expanding and/or maintaining access for safe, responsible and sustainable use by motorized off-road vehicles.

<https://yamahaoai.com>

State-Specific Funding and Technical Assistance

California

California Arts Council – Grant Programs and Applications: A full list of grant opportunities addressing aspirational areas in the CAC’s strategic framework, including increased capacity building for local arts agencies, general operating support, multiyear grant opportunities, geographic equity, small organization prioritization, and funding for individual artists.

<https://arts.ca.gov/grants/grant-programs/>

California Department of Conservation – Funding, Grants, and Easements: financial incentive programs to further California's goals to conserve agricultural lands, restore and manage watersheds, and reduce greenhouse gas emissions.

<https://www.conservation.ca.gov/information-for/funding-grants-easements>

California Department of Fish and Wildlife – Grant Programs: CDFW grant programs fund projects that sustain, restore, and enhance California’s fish, wildlife, plants, and their habitats. Focus areas include drought response, fish and wildlife management, watershed restoration, planning, and protection, and oil spill prevention and response.

<https://wildlife.ca.gov/Grants>

California Department of Forestry and Fire Protection – California Forest Improvement Program: California Forest Improvement Program (CFIP) program encourages private and public investment in, and improved management of, California forest lands and resources. This focus of CFIP is to ensure adequate high quality timber supplies, related employment and other economic benefits, and the protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations. Cost-share assistance is provided to private and public ownerships containing 20 to 5,000 acres of forest land. Cost-shared activities include management planning, site preparation, tree purchase and planting, timber stand improvement, fish and wildlife habitat improvement, and land conservation practices.

<https://www.fire.ca.gov/grants/california-forest-improvement-program-cfip/>

California Department of Forestry and Fire Protection – Forest Health: CAL FIRE’s Forest Health Program funds active restoration and reforestation activities aimed at providing for more resilient and sustained forests to ensure future existence of forests in California while also mitigating climate change, protecting communities from fire risk, strengthening rural economies and improving California’s water & air. Through grants to regionally-based partners and collaboratives, CAL FIRE seeks to significantly increase fuels management, fire reintroduction, treatment of degraded areas, and conservation of forests.

<https://www.fire.ca.gov/grants/forest-health/>

California Department of Forestry and Fire Protection – Forest Legacy: The purpose of the Forest Legacy Program is to protect environmentally important forest land threatened with conversion to non-forest uses. Protection of California’s forests through this program ensures they continue to provide such benefits as sustainable timber production, wildlife habitat, recreation opportunities, watershed protection and open space. Intact forests also contribute significantly to the storage and sequestration of carbon.

<https://www.fire.ca.gov/grants/forest-legacy/>

California Department of Forestry and Fire Protection – Wildfire Prevention: CAL FIRE’s Wildfire Prevention Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Qualifying projects and activities include those related to hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

<https://www.fire.ca.gov/grants/wildfire-prevention/>

California Department of Housing and Community Development – Technical Assistance to Improve the Delivery of Homelessness Programs: HCD is offering technical assistance to California counties and Continuums of Care (CoCs) to enhance, develop, build capacity, or improve the design and the delivery of programs and services for people experiencing homelessness. Using an on-demand response model, HCD will deploy consultants to provide more than 13,000 hours of assistance, at no cost to the jurisdictions.

<https://www.hcd.ca.gov/technical-assistance>

California Department of Parks and Recreation – Division of Boating and Waterways: DBW invests in publicly accessible recreational boating facilities and boating safety activities throughout California. DBW funding allows local agencies to renew deteriorated facilities or to develop new public access. Boating safety education grants help in training, basic boating education and boating instruction safety centers, and equipment grants assist law enforcement agencies with the purchase of patrol boats and other safety equipment. DBW grants also are involved in furthering environmentally sound boating practices through its clean and green programs, abandoned vessel and boater sewage management grants, as well as research on climate change and wave prediction.

http://dbw.parks.ca.gov/?page_id=28715

California Department of Parks and Recreation – Off-Highway Motor Vehicle Recreation Division: Grants provided by the Off-Highway Motor Vehicle Recreation (OHMVR) Division provide for well-managed, safe off-highway vehicle recreation in the state. The funding provided by its grants supports numerous entities, including local and federal agencies, educational institutions, Native American communities and nonprofits. The financial assistance helps organizations and agencies implement sustainable, environmentally responsible off-highway vehicle programs.

http://ohv.parks.ca.gov/?page_id=1164

California Department of Parks and Recreation – Office of Grants and Local Services: addresses California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service. The funding has established indoor and outdoor recreation in every corner of the state, built trails, acquired and restored sensitive habitat, built natural and cultural interpretative facilities, and fostered outdoor natural experiences for thousands of children, youth and families.

More than 7,400 California parks have been created or improved through OGALS' grant programs.

http://www.parks.ca.gov/?page_id=1008

California Environmental Protection Agency – Brownfields Revolving Loan Fund Program: The RLF provides U.S. EPA-funded grants, up to \$200,000, for brownfields sites where redevelopment or reuse is planned. Under this program, local government agencies, nonprofit organizations, and tribes who are not considered to be responsible parties could be eligible for a grant to help with the cost of implementing a hazardous substance or petroleum cleanup.

<https://dtsc.ca.gov/revolving-loan-fund-rlf-program/>

California Grants Portal: Free database of funding opportunities available through State of California grantmaking agencies. Search the database and sign-up to receive notifications.

<https://www.grants.ca.gov/>

California Natural Resources Agency – Museum Grant Program: This competitive grant program intends to solicit project proposals that assist the California Cultural and Historical Endowment (CCHE) in supporting and enhancing museums that are deeply rooted in, and reflective of, previously underserved communities.

<https://resources.ca.gov/grants/california-museum>

California Natural Resources Agency – Urban Greening Program: This program will fund projects that reduce greenhouse gases while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities. These projects will establish and enhance parks and open space, using natural solutions to improving air and water quality and reducing energy consumption, and creating more walkable and bike-able trails.

<https://resources.ca.gov/grants/urban-greening>

California Office of Historic Preservation – Incentives and Grants for Historic Preservation: A brief outline of some of the grant and other incentive programs that are available to help support preservation efforts.

https://ohp.parks.ca.gov/?page_id=1073

California Transportation Commission – Active Transportation Program (ATP): This program was created to encourage increased use of active modes of transportation, such as walking and biking. The goals of the ATP include, but are not limited to, increasing the proportion of trips accomplished by walking and biking, increasing the

safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities. Since its inception, the ATP has funded over 800 active transportation projects across the state benefiting both urban and rural areas. More than 400 of the funded projects are Safe Routes to Schools projects and programs that encourage a healthy and active lifestyle throughout students' lives. In addition, every cycle has seen more than 85% of funds going towards projects that will benefit disadvantaged communities throughout the state.

<https://catc.ca.gov/programs/active-transportation-program>

California Transportation Commission – Bike Program: The Bicycle Facilities Unit (BFU) is responsible for coordinating all aspects of the Caltrans bicycle program with a goal to fully integrate bicycles into all aspects of the California transportation system. To do this, the BFU promotes safe, well designed bicycle facilities and the funding, regulations, and education that make such facilities possible. It envisions connected networks of bikeways that fit well with other transportation modes, increase safe transportation options for California citizens, and lessen the carbon footprint of California transportation. BFU works with local, State, and federal transportation agencies to improve cycling for all Californians.

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/bike-program>

California Wildlife Conservation Board – Public Access Program: The Public Access Program is one of the original Wildlife Conservation Board (WCB) programs. Initially the Public Access Program worked with California Department of Fish and Wildlife (CDFW) to support projects focused on the protection and development of public access areas and the promotion of hunting and fishing opportunities. This program funded construction of fishing piers, fishing ponds, boat ramps, wetlands for waterfowl, duck blinds, and development of parking lots and restrooms at CDFW-managed wildlife areas. Over time the public demand for other wildlife-oriented uses grew to include uses such as bird watching, kayaking, and hiking. The WCB's authority expanded to new partners, and broadened its program to accommodate new uses, including ADA trails, kayak "put-in" areas, interpretive signs, and bird observation shelters.

<https://wcb.ca.gov/Programs/Public-Access>

Visit California – Tourism Development Programs: Provides training, funding, and technical assistance to address a variety of tourism development needs. Programs include digital optimization, crisis response, sustainable tourism and destination stewardship, and rural marketing.

<https://industry.visitcalifornia.com/partner-opportunities/programs>

APPENDIX D: REFERENCES

This compendium of references was developed for the Recreation Economy for Rural Communities planning assistance program sponsored by the U.S. Environmental Protection Agency, the USDA Forest Service, the Northern Border Regional Commission, and the Appalachian Regional Commission. For more information on the Recreation Economy for Rural Communities Program, visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

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Community Engagement, Diversity, Equity, and Inclusion

American Indian Alaska Native Tourism Association (AIANTA). AIANTA has served as the national voice for American Indian nations engaged in cultural tourism. In addition to serving as the voice for Indian Country tourism, AIANTA provides technical assistance and training to Tribal nations and Native-owned enterprises engaged in tourism, hospitality, and recreation.

<https://www.aianta.org/>

<https://www.aianta.org/resources/publications/>

Appalachian Regional Initiative for Stronger Economies. *A Regional Multistate Collaboration Toolkit*. (2022). The Appalachian Regional Initiative for Stronger Economies (ARISE) is intended to support economic, workforce, and community development projects through partnerships across states in the Appalachian Region with planning and implementation grants funded under the Infrastructure Investment and Jobs Act of 2021. This toolkit provides case study examples of successful regional multistate partnerships and offers more detailed information regarding partnership building, grant operations, challenges, and best practices involved in building a successful multistate initiative.

[https://www.arc.gov/wp-content/uploads/2022/08/Case-Studies-](https://www.arc.gov/wp-content/uploads/2022/08/Case-Studies-Toolkit_Final_081522r1.pdf)

[Toolkit_Final_081522r1.pdf](https://www.arc.gov/wp-content/uploads/2022/08/Case-Studies-Toolkit_Final_081522r1.pdf)

Diversify Outdoors. Diversify Outdoors is a coalition of social media influencers – bloggers, athletes, activists, and entrepreneurs – who share the goal of promoting diversity in outdoor spaces where people of color, LGBTQIA, and other diverse identities have historically been underrepresented. We are passionate about promoting equity and access to the outdoors for all, that includes being body positive and celebrating people of all skill levels and abilities.

<https://www.diversifyoutdoors.com/>

Outdoor Afro: Where Black People and Nature Meet. Outdoor Afro has become the nation's leading, cutting-edge network that celebrates and inspires Black connections and leadership in nature. Outdoor Afro is a national not for profit organization with leadership networks around the country. With nearly 90 leaders in 30 states from around the country, the organization connects thousands of people to outdoor experiences, who are changing the face of conservation.

<https://outdoorafro.org/>

Together Outdoors: Together Outdoors is an initiative of the Outdoor Recreation Roundtable and is a coalition of under-represented individuals and diversity, equity, and inclusion champions on the frontlines who are working to make the outdoors more

inclusive for all. This coalition has been and will continue to be designed and pursued in close partnership with these key experts who are actively work together to make the outdoors a more inviting place through education, inclusion, equity, and action. Together Outdoors has created a Resource Hub that features search functionality – the ability to sort content by resource type, focus area, activity type, target group, or activity. Users also able to submit content and organizations.

<https://resourcehub.togetheroutdoors.com/>

Community and State-Specific Strategies and Examples

Oregon Outdoor Recreation Network. The Travel Oregon website has many great resources on many aspects of outdoor recreation.

<https://industry.traveloregon.com/opportunities/programs-initiatives/outdoor-recreation/outdoor-recreation-development/>

Pennsylvania Department of Conservation and Natural Resources. Outdoor Recreation Plan Webinar Series. (October 2020). This video series was produced to support Pennsylvania’s Outdoor Recreation Plan.

<https://www.dcnr.pa.gov/Recreation/PAOutdoorRecPlan/Pages/default.aspx>

1. Recreation for All: <https://youtu.be/P6Ubw9yrbjE>
2. Sustainable Systems: <https://youtu.be/ORTzpvo9VcA>
3. Funding and Economic Development: <https://youtu.be/HYid2q9Ay-Q>
4. Technology: <https://youtu.be/BSquMY-Kde4>
5. Health and Wellness: <https://youtu.be/StUz6s2J8pc>

Skowhegan, Maine. *Skowhegan Americorps Outdoor Recreation Program*. (2016). Residents of Skowhegan came together to share ideas for the future of their town, resulting in the Skowhegan Strategic Plan for Community Transformation at which voters adopted during the June 2016 town meeting.

<https://runofriver.org/outdoor-recreation-plan/>

<https://mainstreetskowhegan.org/strategic-planning/>

State of Colorado. *Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP)* (2019). Colorado’s SCORP considers both conservation and recreation together and looks at current and changing demographics and recreation trends to help the outdoor recreation sector be culturally relevant and respond to future shifts.

<https://cpw.state.co.us/Documents/Trails/SCORP/Final-Plan/SCORP-Without-Appendices.pdf>

The Conservation Fund. *Conservation Leadership Network Project Profiles*. This landing page provides access to various rural and gateway community projects from across the U.S., with many examples of communities that have successfully leveraged the outdoor recreation economy.

<https://www.conservationfund.org/our-work/conservation-leadership-network/our-projects>

Tompkins County, New York. *Tompkins County Outdoor Recreation Tourism Implementation Plan*. (2018). Identifies collective steps to develop and promote Ithaca and Tompkins County as a premier regional destination for outdoor recreation.

<https://www2.tompkinscountyny.gov/files2/tourism/2018-April-Outdoor%20Rec%20Implementation%20Plan.pdf>

Vermont Urban and Community Forestry. *Town Forest Recreation Planning Toolkit and Webinar Series*. (June 2020). This toolkit offers the resources needed to develop a town forest recreation plan for your community from start to finish, including step by step planning and detailed materials organized around planning themes such as stories, existing conditions, public engagement, natural resources, plan development, and implementation. Links to several webinars in the “Town Forest Recreation Planning Webinar Series” are also included below.

<https://vtcommunityforestry.org/places/town-forests/recreation-planning-initiative/recreation-planning-toolkit>

- New Tools for Sustainable Forest Based Recreation Webinar
<https://youtu.be/UTHEj0AC3pE>
- Connecting Downtowns w/Trails for Economic Vibrancy Webinar
<https://youtu.be/s1SQoUqN22s>
- Trails for People and Wildlife Webinar
<https://youtu.be/uhbYUMrgLqU>
- Mountain Biking Trails 101 Webinar
<https://youtu.be/zCmco-WDrPM>
- Trail Building & Maintenance Webinar
<https://youtu.be/lrv9eqoUQNE>

Land Conservation, Stewardship, Parks, and Health

National Park Service and Centers for Disease Control and Prevention. *Parks, Trails, and Health Workbook: A Tool for Planners, Parks & Recreation Professionals, and Health Practitioners*. A workbook to help strengthen the design and implementation of community-based parks and trails projects.

https://www.nps.gov/orgs/rtca/upload/Parks-Trails-and-Health-Workbook_2020.pdf

The Trust for Public Land and the City Parks Alliance. *The Field Guide for Creative Placemaking and Parks* (2017). How-to guide that connects creative placemaking with parks and open spaces by strengthening the role of parks and open space as an integrated part of comprehensive community development, advancing arts- and culturally-based approaches to park making, and highlighting the role of parks as cultural products unto themselves.

<https://www.tpl.org/field-guide-creative-placemaking-and-parks>

U.S. Department of Agriculture Forest Service. *The Stewardship Mapping and Assessment Project (STEW-MAP)*. STEW-MAP is a research methodology, community organizing approach, and partnership mapping tool developed by scientists at the USDA Forest Service Northern Research station that answers the question: who takes care of the local environment? This question is important because stewards, or civic groups that engage in caring for local nature, play a significant role in building stronger, healthier, greener, and more resilient communities.

https://www.fs.usda.gov/nrs/pubs/gtr/gtr_nrs156.pdf

Main Street Revitalization and Economic Development

International City/County Management Association and Smart Growth Network. *Putting Smart Growth to Work in Rural Communities*. (2010). Focuses on smart growth strategies that can help guide growth in rural areas while protecting natural and working lands and preserving the rural character of existing communities.

<https://www.epa.gov/smartgrowth/putting-smart-growth-work-rural-communities>

Main Street America Resource Center. The Main Street Resource Center is a comprehensive digital library containing a broad range of member resources, including their signature Main Street Approach handbooks and guides, newly released revitalization toolkits, and the popular Main Street Now Journal archive. There are some non-member materials available here as well.

<https://www.mainstreet.org/howwecanhelp/resourcecenter>

McMahon, Ed. *Why Some Places Thrive and Others Fail: The New Formula for Community Revitalization*. Virginia Town and City. (January/February 2017). This article describes why some communities can maintain and build on their economic vitality and quality of life in an ever-changing world.

https://www.vml.org/wp-content/uploads/pdf/VTCJanFeb17_pg21-25.pdf

National Association of Counties (NACo). *Resources for Transitioning Economies*. (2015). Website developed by NACo and the National Association of Development Organizations to share publications, tools and training, funding and other resources on

economic diversification with communities and regions seeking to strengthen their local economies.

<http://diversifyeconomies.org/>

National Association of Development Organizations (NADO). *Planning for Prosperity in Small Towns and Rural Regions*. (2015). Contains materials developed by NADO and its partners through the HUD Sustainable Communities Initiative capacity building program, including publications, webinars, workshop materials, and other information on a variety of topics such as economic resilience, entrepreneurship, community engagement, downtown redevelopment, food systems, and many more.

<https://www.nado.org/online-resource-planning-for-prosperity-in-small-towns-and-rural-regions/>

National Association of Development Organizations, *WealthWorks Rural Economic Development Case Studies*. (2019). Series of case studies examining how rural communities are applying concepts of wealth creation, an approach to community and economic development that is demand-driven, focusing on market opportunities that capitalize on a community's existing assets or underutilized resources. Includes stories of communities building lasting livelihoods and supporting local ownership and control of assets related to outdoor recreation, tourism, and more.

<https://www.nado.org/wealthworks-case-studies/>

National Endowment for the Arts. *How To Do Creative Placemaking: An Action-Oriented Guide to Arts in Community Development*. (2016). This action-oriented guide is focused on making places better. It includes instructional and thought-provoking case studies and essays from leading thinkers in creative placemaking and describes the diverse ways that arts organizations and artists can play essential roles in the success of communities across America.

<https://www.arts.gov/publications/how-do-creative-placemaking>

Project for Public Spaces (PPS). *The Power of Ten*. The Power of 10+ is a concept PPS developed to evaluate and facilitate Placemaking at multiple city scales. The idea behind this concept is that places thrive when users have a range of reasons (10+) to be there. This concept can be applied to outdoor recreation economy resources and assets at the main street, town, and area scale, namely to increase the reasons for people to come, stay longer, and do more in a place.

<https://www.pps.org/article/the-power-of-10>

Smart Growth America. *(Re-)Building Downtown: A Guidebook for Revitalization*. (2015). This guide uses Smart Growth America's seven-step approach to downtown

redevelopment and is aimed at local elected officials who want to re-invigorate and strengthen neighborhood centers of economy, culture, and history.

<https://smartgrowthamerica.org/introducing-rebuilding-downtown-a-guidebook-for-revitalization/>

The Democracy Collaborative. *Community Wealth*. This website offers resources, guides, case studies, videos and examples of strategies for building wealth in a community. Some strategies are nonprofit and profit-making models such as community development corporations (CDCs), community development financial institutions (CDFIs), employee stock ownership plans (ESOPs), community land trusts (CLTs), cooperatives, and social enterprise.

<https://democracycollaborative.org/programs/cwb>

U.S. Department of Agriculture. National Agricultural Library Rural Information Center. The Rural Information Center (RIC), a service of the National Agricultural Library (NAL), assists rural communities by providing information and referral services to rural government officials, community organizations, libraries, businesses, and citizens working to maintain America's rural areas. The "Downtown Revitalization" sections features a wide variety of planning resources, case studies, funding, journal, and organizations.

<https://www.nal.usda.gov/ric/community-development-resources>

<https://www.nal.usda.gov/ric/downtown-revitalization>

U.S. Department of Agriculture Rural Development & University of Kentucky. *Rural America Placemaking Toolkit* (2022). This toolkit is a resource guide to showcase a variety of placemaking activities, projects, and success stories across rural America. Specifically it includes a Technical Assistance Directory, Financial Assistance Directory, and a Placemaking Assessment Survey.

<https://www.ruralplacemaking.com/>

U.S. EDA. *Tools for Economic Development*. Through the Research and National Technical Assistance Program, the U.S. Economic Development Administration (EDA) funds the development and dissemination of new tools for economic development practitioners and policymakers to utilize to help make informed development decisions.

<https://www.eda.gov/grant-resources/tools>

U.S. EPA. *Essential Smart Growth Fixes for Rural Planning, Zoning, and Development Codes*. (2012). Offers 10 essential fixes to help rural communities amend their codes, ordinances, and development requirements to promote more sustainable growth.

<https://www.epa.gov/smartgrowth/essential-smart-growth-fixes-communities>

U.S. EPA. *Framework for Creating a Smart Growth Economic Development Strategy: A Tool for Small Cities and Towns*. (2016). Provides a step-by-step guide to building a place-based economic development strategy for small and mid-sized cities, particularly those that have limited population growth, areas of disinvestment, or a struggling economy. <https://www.epa.gov/smartgrowth/framework-creating-smart-growth-economic-development-strategy>

U.S. EPA. *Smart Growth Self-Assessment for Rural Communities*. (2015). Tool designed specifically for rural communities that helps villages, towns, and small cities evaluate their policies to create healthy, environmentally resilient, and economically robust places. <https://www.epa.gov/smartgrowth/smart-growth-self-assessment-rural-communities>

Outdoor Recreation

Aspen Institute Community Strategies Group, *Growing Rural Equitable Outdoor Recreation Economies*. The Aspen Institute has several resources on the topic of making outdoor recreation economies more equitable for rural communities. <https://www.aspeninc.org/growing-rural-equitable-outdoor-recreation-economies/>

Bureau of Economic Analysis, *Outdoor Recreation Satellite Account*. Federal dataset measuring the economic activity as well as sales and receipts generated by outdoor recreational activities across the U.S. and by state. These statistics also measure each industry's production of outdoor goods and services and its contribution to the U.S. GDP. Industry breakdowns of outdoor employment and compensation are also included. <https://www.bea.gov/data/special-topics/outdoor-recreation>

Daily Yonder. Provides articles on outdoor recreation, many based on Headwaters Economics research. A few relevant articles are listed here:

- *How Outdoor Recreation Supports Rural Economic Development*. (Feb 24, 2019). <https://www.dailyyonder.com/speak-piece-outdoor-recreation-supports-rural-economic-development/2019/02/25/>
- *Recreation Is Bigger Share of U.S. Economy than Ag or Mining, Report Says*. (May 10, 2018). <https://www.dailyyonder.com/recreation-bigger-share-u-s-economy-ag-mining-report-says/2018/05/10/>
- *Rural "Recreation Counties" Show More Population Resilience*. (Feb 10, 2019) <https://www.dailyyonder.com/rural-recreation-counties-show-population-resilience/2019/02/11/>

Headwater Economics. Headwaters Economics is an independent, nonprofit research group that works to improve community development and land management decisions. The organization receives funding from a wide variety of sources, including contracts with federal agencies such as the Bureau of Land Management and U.S. Forest Service; charitable foundations; and contract work for partner organizations. Its website provides outdoor recreation economic data by state in addition to other outdoor recreation industry research and analysis. <https://headwaterseconomics.org/outdoor-recreation/> Several relevant reports are listed below:

- *The Amenity Trap: How High-Amenity Communities Can Avoid Being Loved to Death.* (2023). A report analyzing four major challenges and ways they uniquely affect amenity communities: housing, infrastructure, fiscal policy, and natural disasters. <https://headwaterseconomics.org/outdoor-recreation/amenity-trap/>
- *Best Practices for States to Fund Outdoor Recreation.* (2017). Seven case studies illustrate best practices and lessons learned to develop programs for outdoor state recreation funding. <https://headwaterseconomics.org/economic-development/state-recreation-funding/>
- *Economic Profile System.* Tool allowing users to produce free, detailed socioeconomic reports at the community, county, or state level and including topics such as Land Use and Public Land Amenities as well as Agriculture, Timber, and Mining. EPS is also known as the Human Dimensions Toolkit by the Forest Service. <https://headwaterseconomics.org/tools/economic-profile-system/about/>
- *How Outdoor Recreation Supports Rural Economic Development.* (2019). Report that finds that counties with outdoor recreation economies are more likely to attract new residents with greater wealth and have faster-growing wages than their non-recreation counterparts, particularly in rural communities. <https://headwaterseconomics.org/economic-development/trends-performance/outdoor-recreation/>
- *National Forest Socioeconomic Indicators Tool.* Tool allowing users to run free, easy-to-use reports detailing economics, demographics, land use, business sectors, and other topics for communities near every National Forest. <https://headwaterseconomics.org/tools/forest-indicators/>
- *The Outdoor Recreation Economy by State.* (2021, updated 2023). Report outlines the outdoor recreation economy impacts by state, using Bureau of Economic Analysis data. <https://headwaterseconomics.org/economic-development/trends-performance/outdoor-recreation-economy-by-state/>

National Governors' Association. *Outdoor Recreation Learning Network*. This resource highlights many opportunities for states to advance the outdoor recreation economy and conservation, stewardship, education, workforce training, economic development, infrastructure, equity, inclusion, public health, and wellness.

<http://nga.org/outdoors>

National Park Service, *River Access Planning Guide*. An online and downloadable resource for planning river access. The step-by-step process guides planning for river access with recreation users in mind. This guide can assist the challenging task of providing for a variety of uses while protecting natural resources in rivers and other waterways. The guide's approach provides a framework for meeting the needs of people seeking to enjoy river recreation on, off, and in the water.

<https://www.nps.gov/articles/river-access-planning-guide-a-decision-making-framework-for-enhancing-river-access.htm>

Northern Forest Center. *The Northern Forest Outdoor Recreation Economy Symposium*. (2018). Summarizes the 2018 gathering, which explored evolving trends in outdoor recreation and its role as a critical economic driver in the Northern Forest region. Links to presentations, notes, and priorities for each of the participating states (Maine, New Hampshire, Vermont and New York).

<https://northernforest.org/recreation-symposium/>

Outdoor Industry Association (OIA). OIA synthesizes the different strategies and programs currently employed in the U.S. and overarching themes, best practices, and lessons learned. Several relevant resources are listed below.

<https://outdoorindustry.org/>

- *Outdoor Participation Report*. (2023). Study showing levels of participation in outdoor activities.
<https://outdoorindustry.org/resource/2023-outdoor-participation-trends-report/>
- *State Funding Mechanisms for Outdoor Recreation*. (2017). Provides a summary from Headwaters Economics that outlines state funding mechanisms for outdoor recreation.
<https://outdoorindustry.org/wp-content/uploads/2017/08/Headwaters-Economics-v4-Screen.pdf>
- *State-Level Outdoor Recreation Reports*. (2021). Provides links to reports describing the participation in and economic impact of the outdoor recreation sector in every state and Congressional district.
<https://outdoorindustry.org/advocacy/>
- *The Outdoor Recreation Economy*. (2017). Summarizes the economic impact of the outdoor recreation sector across the U.S. and includes national statistics on

consumer spending, jobs, and tax revenue, along with statistics for specific recreation activities.

https://outdoorindustry.org/wp-content/uploads/2017/04/OIA_RecEconomy_FINAL_Single.pdf

- *White Paper on State Leadership Roles for Outdoor Recreation*. (2016). This white paper describes the role that states can play in promoting outdoor recreation, with examples from states that were early to adopt state-level directors of outdoor recreation.

<https://industry.traveloregon.com/wp-content/uploads/2016/08/Outdoor-Industry-Association-White-Paper-on-State-Leadership-Roles-for-Outdoor-Recreation.pdf>

Outdoor Recreation Roundtable (ORR). ORR promotes the growth of the outdoor recreation economy and outdoor recreation activities, educating decision makers and the public on balanced policies that conserve public lands and waterways and enhance infrastructure to improve the experience and quality of life of outdoor enthusiasts everywhere. ORR publishes many white papers, research, statistics, and reports on the importance of outdoor recreation.

<https://recreationroundtable.org/>

- *Outdoor Career Path Module*. These interactive profiles showcase real people in the outdoor industry and the career paths, motivations, and work / life balance attributes that have propelled them in their work.
- *Outdoor Rec Drives Jobs: Careers in the Recreation Economy*. (2023). This report provides a comprehensive look at the outdoor recreation economy and the breadth of high-quality jobs that exist within, tailored to workers with a variety of skillsets. It also includes links to workforce resources and academic programs supporting work in the recreation economy.

<https://osucore.s3.us-west-2.amazonaws.com/orr-workforce-profiles-2022/story.html>

- *Outdoor Recreation Drives the American Economy*. This section of the ORR website hosts summary economic statistics overall and by state. The State site hosts summary statistics on the outdoor recreation economy by state, each of which links to the more detailed state report published by the US Department of Commerce Bureau of Economic Analysis Outdoor Recreation Satellite Account (ORSA) data.

<https://recreationroundtable.org/resources/national-recreation-data/>
<https://recreationroundtable.org/resources/state-recreation-data/>

- *The Outdoor Recreation Roundtable Rural Economic Development Toolkit*. (2021). This toolkit outlines strategies for using outdoor recreation as a tool for economic development, including key best practices and examples from around the country.
<https://recreationroundtable.org/rural-development-toolkit/>
- *Work in the Outdoors: Resources to Support the Outdoor Workforce and Career Paths in the Rec Economy* (2022). To release the “Outdoor Rec Drives Jobs” report, ORR used this webinar to feature several of the outdoor professionals featured in the report and to share about their connection to the outdoor workforce.
<https://www.youtube.com/watch?v=UOYCPtKIJkk>

Sausser, Brooke and Jordan W. Smith, Ph.D. *Elevating Outdoor Recreation*. Institute of Outdoor Recreation and Tourism at Utah State. (July 2018). This study provides an overview and analysis of eleven state offices of initiatives of outdoor recreation.
https://www.nps.gov/orgs/1892/upload/Elevating_Outdoor_Rec_Together.pdf

Society of Outdoor Recreation Professionals (SORP). SORP is the nation’s leading association of outdoor recreation and related professionals who strive to protect natural and cultural resources while providing sustainable recreation access. The organization’s website provides access to webinars, scholarships, and tools for outdoor recreation planning including a library of all state comprehensive outdoor recreation plans (SCORPs) and technical resources.
<https://www.recpro.org/>

U.S. Department of Agriculture. *Federal Outdoor Recreation Trends: Effects on Economic Opportunities*. (2016). Summarizes participation trends and projections for 17 outdoor recreation activities common on federal lands, describes the current economic activity supported by outdoor recreation, and discusses how anticipated future changes in recreation participation and climate may impact the economic activity supported by outdoor recreation.
<https://www.fs.usda.gov/treesearch/pubs/53247>

U.S. Department of Agriculture. *Recreation Economy at USDA Economic Development Resources for Rural Communities*. (2020). USDA’s Forest Service, Rural Development, and the National Institute for Food and Agriculture developed this resource guide for rural communities to identify resources that develop the recreation economy. It describes the roles of federal agencies and programs in the recreation economy and highlights numerous financing strategies and case studies from communities.
https://www.rd.usda.gov/sites/default/files/usdard_recreational_economy508.pdf

U.S. Department of Agriculture. *Recreation Economic Values for Estimating Outdoor Recreation Economic Benefits from the National Forest System*. (2017). This report presents the most recent update of the Recreation Use Values Database, based on an exhaustive review of economic studies spanning 1958 to 2015 conducted in the United States and Canada, and provides the most up-to-date recreation economic values available.

<https://www.fs.usda.gov/research/treesearch/54602>

Utah State University. *Gateway & Natural Amenity Region (GNAR) Initiative*. The GNAR Online Community Toolkit is designed to be a resource for planners, public officials, community members, consultants, and all others who are working in communities with access to significant natural amenities and recreation opportunities. This toolkit provides resources, case studies, model ordinances, and other tools to help GNAR communities plan for and respond to the unique planning, transportation, economic, community development, and sustainability challenges and opportunities they face. The toolkit is a living resource; it will grow and adapt in order to provide the most useful and up-to-date information possible.

<https://www.usu.edu/gnar/toolkit>

Trails and Transportation

American Trails. *Resource Library*. Search thousands of articles, studies, training, and projects on every aspect of trails and greenways. This website also has a national map searchable by state for agencies, organizations, training, and state-specific resources relating to trails and greenways.

<https://www.americantrails.org/resource-library/>

Centers for Disease Control and Prevention. *Increasing Physical Activity Through Community Design*. This website contains a compilation of real world examples, an Implementation Resource Guide, and a Visual Guide to help communities implement recommendations for built environment approaches that combine one or more interventions to improve transportation systems (activity-friendly routes) with one or more land use and community design interventions (everyday destinations) to increase physical activity.

<https://www.cdc.gov/physicalactivity/community-strategies/activity-friendly-routes-to-everyday-destinations.html>

Federal Highway Administration. *Bicycle and Pedestrian Program*. The Federal Highway Administration's Bicycle and Pedestrian Program promotes safe, comfortable, and convenient walking and bicycling for people of all ages and abilities. This program supports pedestrian and bicycle transportation through funding, policy guidance,

program management, and resource development. The website contains information on funding resources, design and implementation, case studies, guidebooks, and other information.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf

Federal Highway Administration. *Small Town and Rural Multimodal Networks*. (2016).

This document helps small towns and rural communities support safe, accessible, comfortable, and active travel for people of all ages and abilities. It provides a bridge between existing guidance on bicycle and pedestrian design and rural practice, encourages innovation in the development of safe and appealing networks for bicycling and walking, and shows examples of project implementation.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/fhwahep17024_lg.pdf

Headwaters Economics. *Trails Research and Searchable Benefits Library*. (2019).

Compilation of 144 trail studies on the impacts of trails in a single library, searchable by type of benefit, use, year, and region.

<https://headwaterseconomics.org/economic-development/trails-pathways/trails-research/>

Main Street America and Project for Public Places. *Navigating Main Streets as Places: A People-First Transportation Toolkit*. (2019). This toolkit provides guidance on how to evaluate streets and transportation through the lens of placemaking; balance the needs of mobility and other street activities; and build stronger relationships with other decisionmakers and the community. It's a one-stop-shop toolkit featuring guidance and best practices for rural downtowns and urban neighborhood commercial districts.

<https://www.mainstreet.org/howwecanhelp/navigatingmainstreets>

Rails-to-Trails Conservancy. *Trail-Building Toolbox*. A one-stop-shop for the basics to create a vibrant rail-trail for your community, including technical tips and tried-and-true methods for generating neighborhood, political, and funding support for your project. Parts of the toolbox include organization, acquisitions, funding, planning, design, and maintenance.

<https://www.railstotrails.org/build-trails/trail-building-toolbox/>

Rails-to-Trails Conservancy. *Trail Towns*. Provides examples, best practices, and resources for communities and regions seeking to start or grow Trail Town programs,

which can help to entice trail users off the trail and into adjacent communities, supporting economic development.

<https://www.railstotrails.org/build-trails/trail-building-toolbox/planning/trail-towns/>

Sate Routes to School National Partnership. *Dollars and Deadlines: A State-by-State look at the Transportation Alternatives Program*. The Transportation Alternatives program is a primary source of federal funding for biking and walking improvements. The Safe Routes Partnership created state-specific fact sheets that detail how local communities can access these funds.

<https://www.saferoutespartnership.org/blog/dollars-and-deadlines-state-state-look-transportation-alternatives-program>

Safe Routes to School National Partnership. *Get to Know Your Neighborhood with a Walk Audit*. Walk audits are a great tool to gather information about street conditions, engage community members, and inform planning and traffic safety projects. This is a how-to manual to conduct your own walk audit. Though designed for safe routes to school, it can be applied to routes and connections between amenities in and around a downtown/Main Street area.

https://www.saferoutespartnership.org/sites/default/files/get_to_know_your_neighborhood_with_a_walk_audit.pdf

The Scenic Route. *Getting Started with Creative Placemaking and Transportation*. A guide for using creative placemaking strategies in transportation projects to reflect and celebrate local culture, heritage, and values.

http://creativeplacemaking.t4america.org/?utm_source=Design+-+2016+Highlights&utm_campaign=Design+2016+Highlights+Newsletter&utm_medium=email



MEMORANDUM

To: Todd Bodem, City Administrator, City of Guadalupe

From: Cori Takkinen, Vice President, Townsend Public Affairs, Inc.
Alex Gibbs, Grants Manager, Townsend Public Affairs, Inc.
Christine Rose, Grants Coordinator, Townsend Public Affairs, Inc.

Date: September 6, 2023

Subject: Grants and Funding Monthly Report

Overview

The purpose of this memo is to provide a monthly outline of upcoming funding opportunities and grant programs that could potentially meet the City's funding needs in the near future. This memo is not a comprehensive list of all grants that are currently available, but ones that you may be able to submit competitive applications for relevant priority projects.

Future Opportunities

August 14 marked the Legislature's return from its month-long Summer Recess. Lawmakers will have until September 14 to finish their consideration of measures and adjourn for the year. In the final month of the 2023 Legislative Session, members are tasked with considering the fates of over 1,000 measures, including high-profile spending measures like proposed statewide bonds. These include massive spending proposals to improve the state's behavioral health care continuum, support climate resiliency programs and goals, and provide funding for affordable housing production. These measures may be acted upon before September 14 for placement on the March Primary Election ballot or may be acted upon before Spring of 2024 for placement on the November General Election ballot.

In addition to the movement on bond proposals, lawmakers considered a final budget package to make final adjustments to the 2023 Budget Act. These changes include appropriating funding set aside in the Budget Act in June of 2023 to allow for further discussions and negotiations. In addition, the package contains technical changes, corrections, and updates identified after the budget was adopted. Looking ahead into the upcoming budget cycle, preliminary fiscal health indicators report an unprecedented state treasury liquidity and a slow in external cash flow borrowing, which suggest the 2024–25 budget cycle could have appropriate funds to support existing program expenditures. TPA advocates will continue to monitor the progression of

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Southern California Office ▪ 1401 Dove Street • Suite 330 • Newport Beach, CA 92660 • Phone (949) 399-9050 • Fax (949) 476-8215
Central California Office ▪ 744 P Street • Suite 308 • Fresno, CA 93721 • Phone (949) 399-9050 • Fax (949) 476-8215
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statewide bond proposals along with budget conditions to prepare the City for upcoming funding opportunities outside of the scope of traditional grant programs.

Looking Ahead: Grant Program Highlights

Transportation

Name	Awards & Match	Description	Timeline
Department of Transportation (DOT) Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program	Min Award for Stage 1: \$250,000 Max Award for Stage 1: \$2,000,000 Max Award for Stage 2: \$15,000,000	The purpose of the SMART Grants Program is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector.	October 10, 2023
California Air Resources Board (CARB) & CALSTART Clean Off-Road Equipment Voucher Incentive Program (CORE)	Varies—refer to manual for voucher amount breakdown.	This voucher program is a project intended to encourage the purchase or lease of currently commercialized zero-emission off-road equipment by providing a streamlined voucher process to offset the higher cost of such technologies. CORE voucher amounts are based on the incremental cost difference between traditional equipment and new zero-emission alternatives. Select equipment that suits your needs from the Eligible Equipment Catalog .	Rolling—voucher requests are accepted into the queue in the order they are received.

Public Safety

Name	Awards & Match	Description	Timeline
Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program	TBA Match Required	The goal of SLCGP is to assist SLT governments with managing and reducing systemic cyber risk. <ul style="list-style-type: none"> • CalOES is submitting their cybersecurity plan to FEMA/DHS by the end of September. 	Guidance expected to be released September 30, 2023

		<ul style="list-style-type: none"> • CalOES will then publish information on how local governments can apply for funding. • Email the program officer at Eric.Nehls@CalOES.ca.gov to be added to their listserv for updates on the program. 	
<p>Department of Agriculture (USDA): Forest Service</p> <p>Community Wildfire Defense Grant Program</p>	<p>Creating or updating a CWPP:</p> <p>\$250,000 max award 10% non-Federal match</p> <p>Implementing a project described within a CWPP:</p> <p>\$10 million max award 25% non-Federal match</p>	<p>CWDG is intended to help at-risk local communities and Tribes plan for and reduce the risk of wildfire. This program prioritizes at-risk communities in an area identified as having high or very high wildfire hazard potential, are low-income, or have been impacted by a severe disaster that affects the risk of wildfire. The program provides funding to communities to:</p> <ol style="list-style-type: none"> 1. Develop and revise Community Wildfire Protection Plans (CWPP). 2. Implement projects described in a Community Wildfire Protection Plan that is less than ten years old. 	<p>October 31, 2023</p>
<p>Federal Emergency Management Agency (FEMA)</p> <p>Assistance to Firefighters Grant (AFG)</p>	<p>No Award Maximum</p> <p>5-15% Match Required Based on Population</p>	<p>Administered by the Federal Emergency Management Agency, the program provides funding to help fire departments with critically needed resources to protect the public; to train emergency personnel, and to foster interoperability and support community resilience, as well as enhance through direct financial assistance, the safety of the public and to provide a continuum of support for emergency responders regarding fire, medical, and all hazard events.</p>	<p>NOFO Expected By End of 2023</p>
<p>Federal Emergency Management Agency (FEMA)</p> <p>Staffing for Adequate Fire and</p>	<p>No Award Maximum</p> <p>35% Match Required</p>	<p>The FEMA SAFER grant program assists local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have</p>	<p>NOFO Expected By End of 2023</p>

<u>Emergency Response (SAFER)</u>		adequate protection from fire and fire-related hazards.	
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Parks and Recreation

Name	Awards & Match	Description	Timeline
Game Time <u>Community Champions Playground Grant</u>	Apply for 100% matching funds towards a playground system	GameTime is offering up to 100% matching funds on playground systems, helping your community bring play to more children and families. The playground grant funds are available for the purchase of new play systems based on need and on a first-come, first-served basis.	October 20, 2023
California Department of Parks and Recreation <u>Outdoor Equity Grants Program</u>	Minimum grant request per Community Home Base: \$20,000 Maximum grant request per Community Home Base: \$700,000 No Match Required	The Outdoor Equity Grants Program (OEP) improves the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP's intent is to increase the ability of residents in underserved communities (with an emphasis on youth) to participate in outdoor experiences within their community, at state parks, and other public lands.	December 14, 2023
California Department of Parks and Recreation <u>Statewide Park Development and Community Revitalization Program: Round 5</u>	TBA	Statewide Park Program (SPP) competitive grants will create new parks and new recreation opportunities in critically underserved communities across California. SPP embraces meaningful engagement with local residents where park designs represent each community's unique recreation needs and creativity.	TBA 2024

Water

Name	Awards & Match	Description	Timeline
<p>Bureau of Reclamation: Water Resources and Planning Office</p> <p><u>WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year (FY) 2024</u></p>	<p>Min Award: \$25,000</p> <p>Max Award: \$5,000,000</p> <p>Domestic Water Supply Projects for Tribes for disadvantaged communities require a 5% percent non-Federal cost-share.</p> <p>All other projects require a 50% non-federal cost-share.</p>	<p>This program will fund projects that can increase water management flexibility—making our water supply more resilient to the impacts of drought and water supply shortages. Projects may be divided into four task areas:</p> <ul style="list-style-type: none"> A. Increasing the Reliability of Water Supplies through Infrastructure Improvements. B. Increasing the Reliability of Water Supplies Through Groundwater Recovery. C. Projects to Improve Water Management through Decision Support Tools, Modeling, and Measurement. D. Construction of domestic water supply projects for Tribes or disadvantaged communities that do not have reliable access to water supplies. 	<p>October 31, 2023</p>
<p>California Coastal Commission</p> <p><u>Whale Tail Grants</u></p>	<p>Approximately \$2 million available</p> <p>Max Award: \$50,000</p> <p>25% of funded projects will be small grants of up to \$20,000.</p>	<p>Whale Tail grants support experiential education and stewardship of the California coast and its watersheds. Projects must relate to the coast and ocean and may fall into one or more of the following categories: 1) youth education programs, 2) programs for educating the general public or adults, 3) climate change education and stewardship, 4) shoreline cleanup and enhancement programs with community involvement.</p> <p>Projects that engage communities that have historically received fewer opportunities for coastal and marine education and stewardship are highly encouraged.</p>	<p>November 6, 2023</p>

Arts/Humanities

Name	Awards & Match	Description	Timeline
<p>CalHumanities</p> <p><u>Humanities for All Quick Grant</u></p>	<p>Min Award: \$1,000</p> <p>Max Award: \$5,000</p> <p>No Match Required</p>	<p>Quick Grants are awarded three times a year to small-scale public humanities programs and projects which take place within one year from the award date. Projects should be grounded in the humanities, show potential to provide high quality humanities learning experiences for participants and audiences, and demonstrate capacity for successful implementation.</p>	<p>Open September 1, 2023 to October 2, 2023</p>
<p>Institute of Museum and Library Services</p> <p><u>National Leadership Grants for Libraries</u></p> <p><u>Laura Bush 21st Century Librarian Program</u></p>	<p>Planning Grants \$50,000–\$150,000 No Match Required</p> <p>Forum Grants \$50,000–\$150,000 No Match Required</p> <p>Implementation Grants \$50,000–\$1,000,000 Requests of more than \$250,000+ require at least 1:1 non-federal match</p> <p>Applied Research Grants \$50,000–\$750,000 No Match Required</p>	<p>The National Leadership Grants for Libraries Program (NLG-L) supports projects that address critical needs of the library and archives fields and have the potential to advance practice and strengthen library and archival services for the American public. Successful proposals will generate results such as new models, tools, research findings, services, practices, and/or alliances that can be widely used, adapted, scaled, or replicated to extend and leverage the benefits of federal investment.</p> <p>The Laura Bush 21st Century Librarian Program (LB21) supports the training and professional development of library and archives professionals; developing faculty and information leaders; and recruiting, educating, and retaining the next generation of library and archives professionals in order to develop a diverse library and archival workforce and meet the information needs of their communities.</p>	<p>Applications due September 20, 2023</p>

Community Development

Name	Awards & Match	Description	Timeline
<p>Strategic Growth Council</p> <p><u>Community Resilience Centers (CRC) Program</u></p>	<p>Three types of grants available:</p> <p>Planning \$100,000–\$500,000</p> <p>Project Development \$500,000–\$5,000,000</p> <p>Implementation \$1,000,000–\$10,000,000</p>	<p>SGC’s CRC program will fund planning, development, construction, and upgrades of neighborhood-level Community Resilience Centers to provide shelter and resources during climate and other emergencies, such as extreme heat events and poor air quality days. The program will also fund ongoing year-round community services and programs, such as food distribution and workforce development training, that build overall community resilience.</p>	<p>September 18, 2023</p>
<p>Department of Resources Recycling and Recovery (CalRecycle)</p> <p><u>Illegal Disposal Site Abatement Program</u></p>	<p>Max Award: \$500,000</p>	<p>This program provides financial assistance to help public entities accelerate the pace of cleanup at sites on which illegal dumping occurs, improving public health and safety in doing so.</p>	<p>September 20, 2023</p>
<p>California Public Utilities Commission (CPUC)</p> <p><u>Last Mile Federal Funding Account</u></p>	<p>\$2 billion available (\$1 billion for urban counties and \$1 billion for rural counties)</p> <p>Max Award: \$25,000,000</p>	<p>The Federal Funding Account, administered by the California Public Utilities Commission (CPUC), is a \$2 billion grant program for last-mile broadband infrastructure projects to connect unserved Californians.</p>	<p>September 29, 2023</p>
<p>Economic Development Administration (EDA)</p> <p><u>FY 2023 Distressed Area Recompete Pilot Program</u></p>	<p>Strategy Development Grants: \$250,000 to \$500,000</p> <p>EDA expects to approve at least 20 Recompete Plans. Recompete Plan approval itself does not come with any funding, but</p>	<p>The Distressed Area Recompete Pilot Program (Recompete Pilot Program) will invest \$200 million in persistently distressed communities to create and connect people to good jobs. This program will create renewed economic opportunity in communities that have for too long been forgotten. To do so, the program targets areas where prime-age (25-54 years) employment significantly trails the national average, with the goal to close this gap through large, flexible investments.</p>	<p>Phase 1 applications due October 5, 2023</p> <p>NOFO for Phase 2 will be made available in winter 2023.</p>

	Recompete Plan approval is a prerequisite to participating in Phase 2.	Applicants in Phase 1 must choose whether they are pursuing a Strategy Development Grant, approval of a Recompete Plan, or both.	
Office of Brownfields: Department of Toxic Substances Control (DTSC) <u>Equitable Community Revitalization Grant (ECRG): Round 2</u>	Community-Wide Assessment Grants: \$350,000 Site-Specific Investigation Grants: \$150,000 to \$7,000,000 Site-Specific Clean-Up Grants: \$300,000 to \$10,000,000	The Department of Toxic Substances Control's Office of Brownfields Equitable Community Revitalization Grant (ECRG) will provide more than \$250 million in grants to incentivize cleanup and investment in disadvantaged areas of California. The program gives California communities an unprecedented opportunity to address historic environmental injustices and set a new path for land use that will have immediate and lasting benefits, such as recreational uses (parks and other green spaces), commercial enterprises and housing. ECRG funding is available through three grants: (1) Community-Wide Assessment Grants, (2) Site-Specific Investigation Grants, and (3) Site-Specific Clean-Up Grants.	Applications accepted from August 14, 2023 until October 9, 2023
Department of Resources Recycling and Recovery (CalRecycle) <u>Tire-Derived Aggregate (TDA) Grant Program</u>	Max Award: \$375,000	This program provides opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products.	December 6, 2023
California Public Utilities Commission (CPUC) <u>California Advanced Services Fund (CASF) Adoption Account</u>	\$20.024 million available for FY 2023–24	Moneys in the CASF Adoption Account are available to the Commission to award grants to increase publicly available or after-school broadband access and digital inclusion, such as grants for digital literacy training programs and public education to communities with limited broadband adoption. The Commission is required to give preference to programs and	Application Cycle Deadlines: January 1, 2024 July 1, 2024 January 1, 2025

		<p>projects in communities with demonstrated low broadband access, including low-income communities, senior citizen communities, and communities facing socioeconomic barriers to broadband adoption. Eligible projects include digital literacy and broadband access projects.</p>	
<p>Housing and Community Development</p> <p><u>Community Development Block Grant Program (CDBG)</u></p>	TBA	<p>CDBG partners with rural cities and counties to improve the lives of their low- and moderate-income residents through the creation and expansion of community and economic development opportunities in support of livable communities. Projects must address one of three national objectives:</p> <ul style="list-style-type: none"> • Benefit to low- and moderate-income persons • Aid in the prevention or elimination of slums and blight, or • Meet an urgent need 	<p>TBA</p> <p>NOFO expected to be released September 2023.</p> <p>Applications expected to be due December 2023.</p>
<p>Governor’s Office of Planning and Research</p> <p><u>ICARP Adaptation Planning Grant Program</u></p>	TBA	<p>This program provides funding to help fill local, regional, and tribal planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of a pipeline of climate resilient infrastructure projects across the state.</p>	TBA
<p>Economic Development Administration (EDA)</p> <p><u>FY 2023 EDA Public Works and Economic Adjustment Assistance (PWEAA) Programs</u></p>	<p>Min Award: \$100,000</p> <p>Max Award: \$30,000,000</p>	<p>EDA supports bottom-up strategies that build on regional assets to spur economic growth and resiliency. EDA encourages its grantees throughout the country to develop initiatives that present new ideas and creative approaches to advance economic prosperity in distressed communities. Through this NOFO EDA intends to advance general economic development in accordance with EDA’s investment priorities, but also to pursue projects that, where</p>	Ongoing

		practicable, incorporate specific priorities related to equity, workforce development, and climate change resiliency so that investments can benefit everyone for decades to come.	
T-Mobile <u>Hometown Grant Program</u>	Max Award: \$50,000 No Match Required	The Hometown Grants program funds projects to build, rebuild, or refresh community spaces that help foster local connections in your town. Projects should be shovel-ready, physical builds or improvements that can be completed within 12 months of receiving Hometown Grants funding. Projects that add to a sense of place or could lead to further investment are of particular interest.	September 30, 2023
MLB-MLBPA Youth Development Fund (YDF) <u>MLB-MLBPA Youth Development Fund (YDF) Grant</u>	The foundation does not set a funding range for grant requests.	MLB-MLBPA Youth Development Foundation (YDF) is a joint initiative by MLB and MLBPA to support efforts that focus on improving the caliber, effectiveness and availability of amateur baseball and softball programs across the United States and internationally. The program supports capital projects (field lighting, renovations, and construction), baseball and softball programs, education initiatives, and school/school club infrastructure equipment.	Ongoing
WalMart <u>Local Community Grant Program</u>	Min Award: \$250 Max Award: \$5,000	The Local Community Grant program funds projects in the areas of Community/Economic Development, Diversity/Inclusion, Education, Environmental Sustainability, Health and Human Service, Hunger Relief, Public Safety, Quality of Life. Organizations may submit a total number of 25 applications and/or receive up to 25 grants within the 2023 grant cycle.	Ongoing



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023**

Bill Scott

Prepared by:
Bill Scott, Contract City Planner

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public Hearing to consider a Design Review Permit (DR-2023-055-DR) for the 12th Street Apartments a multi-family development on a 15,000 square-foot property in the R-3 (High Density) residential zoning district. The project site is located on the northeast corner of 12th Street and Olivera Street, APN 115-035-001.

EXECUTIVE SUMMARY:

Mr. Alec Schwend, applicant/designer MW Architects, on behalf of Mr. and Mrs. Trevor and Kim Crandall, project developers, is requesting City Council approval of a Design Review (DR) Permit to allow construction of a an eleven-unit multifamily development on a vacant 15,000 square-foot lot. The property is on the northeast corner of 12th Street and Olivera Street. The developers envision nine apartments and two accessory dwelling units (ADUs) on the property. Municipal Code Chapter 18.73 requires City Council approval of a major Design Review permit for any multi-family development having more than three dwelling units. Consideration of the two ADUs is advisory. Government Code 65852.2 establishes accessory dwelling units must be permitted ministerially. A Categorical Exemption was prepared for the project in accordance with California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff;
- 2) Conduct a public hearing, including: a) an opportunity for the applicant to present the proposed project, and b) receive any comments from the public; and
- 3) Adopt Resolution No. 2023-73 approving the Design Review Permit 2023-055-DR, for the Crandall 12th Street Apartments II multi-family complex.

BACKGROUND:

Site and Surroundings:

As noted, the project site is a vacant 15,000 square-foot lot on the northeast corner of 12th Street and Olivera Street. The property is in the portion of the original city on the northeast side of Downtown Guadalupe (Attachment 2 – Site Vicinity Map). The neighborhood is typified by a mixture of older single-family homes and small multiple-family developments. Across Olivera Street to the west, is the recently constructed *Crandall 12th Street 6-Unit Apartments*. The Guadalupe City limits extends along the north

side of the property, and open lands in unincorporated Santa Barbara County are beyond the City limits boundary to the north. The abutting segment of Olivera Street is currently unimproved.

Project Description:

As noted above, this Design Review Permit proposes the immediate construction of nine (9) apartments in attached buildings. Additionally, the project is designed to accommodate up to two (2) future accessory dwelling units (ADUs). The site plan identifies five attached buildings identified as *Units 1 – 5*. All of the buildings have two stories. A small courtyard is provided in the central portion of the project and a small laundry is provided for residents. Eighteen parking spaces are provided, nine of which are covered. The project would complete Olivera half-street paving improvements. The Site Plan is shown in Attachment 3 to the staff report.

ADU Advisory Consideration:

State law stipulates that ADUs must be approved ministerially. Government Code 65852.2 (A)(2) requires: *A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing*, Chapter 18.53 of the City of Guadalupe Municipal Code (Accessory Dwelling Units), is fully aligned with the above-cited Government Code provision. The City’s ministerial approval process is a Zoning Clearance issued by the Planning Department. Therefore, only the Site Plan and the 9-unit apartment building is currently being considered under this Design Review Permit. The ADUs are described in this review as a disclosure to the full intent and scope of the project and to allow the developers the opportunity to determine whether two future ADUs would likely fit into the project as it is currently designed.

Proposed Unit Mix:

As described above, at full build-out the multi-family project would contain a total of eleven (11) housing units. The nine apartments are two- and three-bedroom units. The smallest apartment is 530 square feet and contains two bedrooms and one bathroom. The largest apartment is 940 square-feet and contains three bedrooms and two bathrooms. The floor plan details for the ADUs will be derived later at the zoning clearance review stage. The unit Floor Plans are provided in Attachment 3.

DISCUSSION

The primary issues considered are: 1) establishing a project design that is complementary to the neighborhood; 2) providing a quality residential living environment for residents, and; 3) Municipal Code conformance.

NEIGHBORHOOD COMPATIBILITY

Building Orientation:

The building placement is consistent with the historic development character of the neighborhood. The project appropriately places the buildings close to the corner of 12th and Olivera Streets and puts vehicle parking away from the neighborhood at the rear of the property. Three of the attached buildings, Building Units 104, 103 and 104, are positioned along the 20-foot front setback line to address 12th Street. The center unit (Unit 103) has its front entry and a sidewalk leading directly to 12th Steet. A row of large trees is in the front-yard setback to enhance the 12th Street frontage. The building location is also consistent with the recently constructed apartment complex across Olivera Street to the west.

Building Design:

The project designer calls the building architecture a “local traditional style.” As shown on the plans, the building exteriors include a combination of Hardie board siding, board and batten siding and smooth trowel plaster. Gable roofs are covered with charcoal gray composite shingles. The balconies and decks are wood with metal railings. Primary exterior colors are navy blue, gray and sand. Windows, trim and railing colors are white (Attachment 3 Building Elevation Plan). Planter boxes beneath some of the windows further improve decorative interest. A condition has been added to the Design Review Permit to retain those decorative details, or to provide equivalent features through completion of the project. The 25-foot 2-ince maximum building heights are respectful to the neighboring properties. The buildings are deemed to be highly attractive and should relate well with the immediate surroundings.

RESIDENTIAL LIVABILITY

The one-to-three-bedroom apartments range from 530 square-feet to 940 square-feet and exhibit thoughtful consideration of the living environment. Each unit has a private yard or deck that meets or exceeds the minimum Municipal Code standards. A common courtyard is provided in the center of the apartment complex. The courtyard is approximately twenty-feet by twenty-five feet (approximately 500 square-feet) in size and should provide supplemental open space opportunities (e.g., an outdoor seating or gathering area) for the residents. As small laundry is provided on-site as another convenience for project residents. The parking on the north side serves to provide a buffer between living units and the quasi-agricultural/industrial uses in the county to the north. The design of the project should provide a quality living environment for residents.

MUNICIPAL CODE CONFORMANCE

Project Density:

For projects in the R-3 zone, Municipal Code 18.32.202(A) provides *...no more than one dwelling unit for each 1,452 square feet of land within the lot or parcel on which the dwelling is located.* Based on the 15,000 square-foot lot, up to 10.33 apartments (11 rounded) would be allowed on the property and nine (9) apartments are proposed. ADUs are not counted against project density. The state Government Code specifies: *An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning and (an ADU) does not count toward the allowable density* (Gov. Code, § 65852.2, subd. (a)(1)(C).). In any case the 9-apartments and two ADU project meets the allowable project density as specified by the Municipal Code for multi-family development in the R-3 zone.

Building Setbacks:

Required: Municipal Code Section 18.52.040 establishes required building setbacks from all property lines in the R-3 zone. Municipal Code Section 18.08.435 (Lot Front) specifies the narrowest dimension of a lot fronting on a street is typically the “front” of the lot. In this case, the property line along 12th Street is considered the “front” of the lot. The rear lot line is defined as opposite and most distant from the front lot line. Therefore, the required building setbacks are as follows:

Setbacks Required:

- Front (12th Street): 20-feet.
- Rear (north): 15-feet.

Side Interior (east): 5-feet.
Side (Olivera Street): 10-feet.

Setbacks Provided: The building setbacks provided meet the above-cited setback standards and are shown on the Site Plan – Attachment 3.

Building Height:

Maximum Allowable: Municipal Code Section 18.52.020 specifies: *...in the R-3 district, the height of a building or structure shall not exceed 2 stories, or a height of 35 feet.*

Height Provided: As shown on the building elevation plan (Sheet DP5) the two-story structures are a maximum of twenty-five feet, 2-inches at the highest point. Thus, the building heights are well within the allowable Municipal Code height limits.

Landscape:

Required: The Municipal Code specifies that: *Not less than 10% of a parcel shall be covered with dense landscaping that consists of trees, plants and shrubs and may include fencing...*

Provided: The Conceptual Landscape Plan (Attachment 3 – Sheet L1) shows the project is providing 4,120 square-feet (27%) landscape coverage. The Landscape Plan depicts a row of five large trees along the front-yard setback along 12th Street and a variety of trees and shrubs will be placed in the side-yard facing Olivera Street. The larger tree types include Silk Tree, Australian Willow and Chinese Pistache. The Conceptual Landscape Plan meets and exceeds the 10% Municipal Code landscape coverage standard. It is noted a five-foot landscape strip along north side of the project will be used for vehicle parking overhang. Thus, landscape in that area will be limited to low ground cover instead of tree plantings. Yet, overall, the landscape Plan is considered to be good. A detailed landscape and irrigation plan will be finalized during the zoning clearance and building permit review stage.

Private Yards/Usable Open Space:

Required: For multi-family developments in the R-3 zone, Municipal Code Section 18.52.100 requires: *a minimum of 100 square-feet of private open space for each ground-floor apartment. The private open space shall have a minimum dimension of 8-feet. For upper floor apartments Section 18.52.110 specifies a minimum of 50-square-feet of above-ground private open space. The private deck shall have a minimum depth of 5 feet.*

Provided - Ground Floor Apartment Units: Building Units 102, 104 and 105 contain ground-floor apartments. Each apartment is provided with a private yard. The ground floor private yards are: Unit 102 - 300 square-feet; Unit 104 – 238 square-feet; and Unit 104 – 136 square-feet. Each yard has a minimum depth of eight feet. Therefore, the Municipal Code standard for ground-floor multi-family private yard space has been met.

Provided - Upper Floor Apartments: For the upper floor apartments, each apartment is provided with an outdoor deck. The decks are typically placed outside of the living room or the kitchen. The decks range from the smallest at just over 54 square-feet to the largest at 103 square-feet. Each deck meets the

minimum depth standard of five-feet; and Therefore, all of the private decks meet or exceed the fifty square-foot minimum Municipal Code standard for private open space.

ADU Private Open Space - Required: The City and state private yard requirement for ADUs is different from the City's private yard requirement for apartments. Both City and state ADU codes require a minimum 225 square-feet of private yard space for each ADU. The state prescribes the yards have a dimension of 15-feet by 15-feet. However, to meet the state's primary and overarching objective to: *...not unreasonably restrict the ability to create accessory dwelling units in zones in which they are authorized...*, on a few unique occasions, the 15-foot by 15-foot standard has been modified by Planning staff, allowing slightly narrower yards as long as a reasonable yard width is provided, and the 225-foot minimum size directive is met.

Provided: One of the ADUs, the Unit 101 ADU, is provided a fenced rectangular private yard that is approximately 225 square-feet in size. For the Unit 103 ADU, the Conceptual Site Plan shows a private yard of approximately 175 square feet. Therefore, as currently shown, the Unit 103 private yard would be deficient by approximately 50 square-feet. As discussed in the ADU Advisory Consideration discussion above, the final configuration of the ADU open space will be derived during the zoning clearance review stage. Staff believes that there is enough room available to make the minor adjustments so that all private yards will meet the intent and purpose of the City and state specifications.

Parking

Apartment Parking - Required: For apartments, Zoning Ordinance Section 18.60.050 specifies: *a minimum of two (2) off-street parking spaces for each apartment unit; one (1) of which should be covered.*

Provided: The project proposes a total of eighteen (18) parking spaces, nine (9) of which are covered. Thus, the Municipal Code off-street parking standard for the nine apartments has been met.

ADU Parking - Required: The state Government Code 65852.2 specifies a local jurisdiction may typically require at least one (1) off-street parking space for each ADU. Based on this standard, a minimum of two (2) Off-street parking spaces would be required for the two ADUs. As noted, Guadalupe Municipal Code Chapter 18.52 is fully aligned with state regulations.

However, the statutes provide several exemptions from the one (1) parking space per ADU requirement. As allowed by City and state regulations, the applicant is advocating for a parking exemption for the ADUs. Government Code Section 65852.2(d)(1)(A) provides that *no* parking spaces are required when an ADU is located within 2,500 feet walking distance of a bona fide public transit stop. In this case, the applicant has demonstrated there is Guadalupe Flyer bus stop approximately within 1,200 feet. The bus stop is located on 10th Street near the Senior Center. Therefore, no off-street ADU parking is being provided.

It is noted that in this case the project is located at the segment of Olivera Street that terminates at the City/County boundary on the north. Except for vehicles accessing the county property to the north, this segment of Olivera Street is currently unused by the residents in the larger neighborhood. Therefore, once Olivera Street roadway and curb improvements are constructed, approximately three on-street parking spaces would be made available to supplement the parking needs of project residents. Thus, potential adverse on-street parking impact should be minimal for the neighborhood.

Walls/Fencing:

As specified by Municipal Code Section 18.52.122(B) a five or six-foot masonry wall will be constructed along the northerly and easterly property lines. A five-foot wood fence is proposed along the westerly property line along Olivera Street to enclose the private yard areas on that side of the property. A similar wood fence is currently proposed to enclose the Unit 103 ADU private yard. The final design and alignment of the ADU fencing will be established during zoning clearance review prior to issuance of a building permit and all fencing will meet the height, design and corner vision safety standards as established Municipal Code Sections 18.52.123 (Fence Height), 18.52.124 (Fence Design) and Municipal Code Section 18.08.250 (Corner Vision Cutback).

PUBLIC IMPROVEMENTS

The project will finance and complete the infrastructure improvements needed to serve the project. The project developer will install roadway paving on Olivera Street north of 12th Street and install curb, gutter and sidewalk improvements along the project frontage.

General Plan Conformance:

The following General Plan policies and objectives are applicable to the project:

Land Use Policy LU-1.4: *The City will support the development of vacant and underutilized land with a mix of land uses that increases livability and benefits the community.*

The project will develop this vacant and underutilized property with a total of eleven multi-family housing units. The project will support the objectives of the City's Housing Element and state mandates to increase the overall housing supply.

Land Use Goal LU-9: *To promote quality, attractive and self-sustaining residential development at all levels of affordability for all segments of the population.*

The project exhibits a high-quality design both in terms of affordable livability for residents and in visual appearance. The landscape improvements and building architecture will complement and visually enhance the immediate surroundings.

CEQA Review

The project is exempt from further environmental review. The apartment project is on a small infill property less than five acres in size. The site is surrounded by urban development within the existing City Limits. Municipal services and facilities are in place; and the 0.34-acre is found to have no value for protected wildlife. Therefore, the project has been found to be exempt from CEQA based on the Class 32 (Small Infill Projects) Categorical Exemption (CEQA Sec. 15332).

PUBLIC NOTICE:

Staff published the required Public Hearing Notice in a newspaper of general circulation on Friday, September 1, 2023. Copies of the Public Hearing Notice were also mailed to property owners and occupants within a 300-foot radius of the subject property.

FISCAL IMPACTS:

Fiscal impacts are anticipated to be negligible. As noted, the project is an infill project located in an established neighborhood where City infrastructure and services are already provided. The project developer will install, and upgrade required utilities and public infrastructure necessary to serve the project.

CONCLUSION:

The project will improve a vacant and underutilized lot in the R-3 zoning district. The site plan, landscape plan and building architecture exhibit quality in design and visual appearance; and the living units and amenities will provide for a quality living environment for residents. The project will establish housing in a short walkable distance to the goods, services, entertainment opportunities and transportation facilities available in the City's Downtown. The project developer will finance and improve this segment of Olivera Street to City standards. The eleven-unit *12th Street Apartment* project will be a benefit for its residents and to the immediate neighborhood as well.

ATTACHMENTS:

1. Resolution No. 2023-73, including CEQA Notice of Exemption (Exhibit 1), Approval Findings (Exhibit 2), and Conditions of Approval (Exhibit 3).
2. Aerial Vicinity Map
3. Project Plans

RESOLUTION NO. 2023-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, APPROVING A DESIGN REVIEW PERMIT, 2023-055-DR FOR THE 12TH STREET APARTMENTS II AT THE NORTHEAST CORNER OF 12TH STREET AND OLIVERA STREET (APN 115-035-001)

WHEREAS, Mr. Alec Schwend (“Designer/Applicant”), representing Mr. and Mrs. Trevor and Kim Crandall (“Property Owners/Developers”), has submitted an application to the City of Guadalupe for a design review permit (2023-055-DR) to allow the Crandall 12th Street Apartments multi-family development; and

WHEREAS, at full build-out the project will consist of nine apartments units and two accessory dwelling units (ADUs) on a 0.34-acre property in the R-3 (High Density Residential) zoning district; and

WHEREAS, Municipal Code Section 18.73.010(B)(6) specifies a Design Review Permit is required for any multiple-family development exceeding three dwelling units in the R-3 (High Density Residential) zoning district; and

WHEREAS, Government Code Section 65852.2(C)(ii) provides up to 25 percent of an attached multifamily building may be contain ADU living units when all other applicable procedural and design specifications of Government Code 65852.2 have been met; and

WHEREAS, the Planning Department has evaluated the site plan and building plan for Design Review Permit 2023-055-DR and has concluded that there are no substantial constraints to preclude both the nine apartments and the subsequent approval of the two ADUs; and

WHEREAS, the City Council held a duly-noticed public hearing on September 12, 2023, at which time all interested persons were given the opportunity to be heard, and notice of said hearing was published in the Santa Maria Times at least 10 days prior to the public hearing. Said public hearing notice of the hearing in three public places in the City (including one at the area affected) of said property also receiving notice; and

WHEREAS, after hearing evidence from City staff and taking public testimony, the City Council finds, pursuant to the Findings attached to this Resolution as Exhibit 2, including findings made pursuant to the California Environmental Quality Act, and subject to the project’s Conditions of Approval attached to this Resolution as Exhibit 3, that the approval of the Conditional Use Permit and Design Review is consistent with the City’s General Plan, applicable Articles of the City’s Municipal Code; and

WHEREAS, the City Council finds that after completely reviewing this design review permit, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore, the activity is not subject to CEQA per CEQA Guidelines Section 15301, Existing Facilities, Exhibit 1; and

WHEREAS, the City Council finds that approval of the design review would be consistent with the City's General Plan and the applicable provisions of Title 18 (Zoning Code) of the City of Guadalupe Municipal Code; and the Council therefore has the ability to make the required findings, including findings pursuant to the California Environmental Quality Act.

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 2 to this Resolution are true and correct in regard to Design Review 2023-055-DR which is hereby adopted and incorporated herein by this reference.

SECTION 2. After reviewing the project description and this design review completely, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA per CEQA Guidelines Section 15301, Existing Facilities.

SECTION 3. The Design Review Permit 2023-055-DR is approved, subject to the Conditions of Approval set forth in Exhibit 3 of this Resolution.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

SECTION 5. The Planning Director shall file Exhibit 1, Notice of Exemption, with the Santa Barbara County Clerk.

SECTION 6. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-73**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

Exhibits:

- Exhibit 1 - CEQA Categorical Exemption
- Exhibit 2 - Findings
- Exhibit 3 - Conditions of Approval

Notice of Exemption**EXHIBIT 1**

To: County Clerk
 County of Santa Barbara
 123 E. Anapamu Street
 Santa Barbara, CA 93101

From: City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

Project Title: Crandall 12th Street Apartments II

Project Applicant: Trevor and Kim Crandall

Project Location-Specific: Northeast corner of 12th Street and Olivera Street

Project Location-City: City of Guadalupe

Project Location-County: Santa Barbara County

Description of Nature, Purpose, and Beneficiaries of Project:

The project is a Design Review (DR) permit, in accordance with Municipal Code Chapter 18.73, to allow construction of an eleven-unit multi-family development consisting of nine apartments, two future accessory dwelling units (ADUs); and associated parking, landscaping and open space on a 0.34-acre property in the R-3 (High Density Residential) zoning district. The project would support state housing directives and the City's General Plan objectives to increase the City's housing supply.

Name of Public Agency Approving Project: Guadalupe City Council

Name of Person or Agency Carrying Out Project: Alec Schwend, Designer, MW Architects, on behalf of Trevor and Kim Crandall owner/builders.

Exempt Status: (check one)

- Ministerial (Sec. 15268);
 Declared Emergency (Sec. 15269(a));
 Emergency Project (Sec. 15269(b)(c));
 Categorical Exemption. Section 15332
 General Exemption (Section 15061(b)(3))

Reasons why project is exempt:

The project consists of a nine-unit apartment complex and two accessory dwelling units (ADUs) on a 0.34-acre site in the R-3 Zoning District in the City of Guadalupe.

The project is exempt in accordance with CEQA Class 15332 because:

- a) The project is consistent with the High Density Residential (21 - 30 DU/AC) General Plan land use designation and corresponding R-3 (High Density Residential) zoning on the property.
- b) The proposed development will occur on an infill site no more than five-acres in size (0.34-acre); and the property is wholly within the Guadalupe City limits.
- c) The project site is surrounded on three sides by urban uses; and by a mix of single-family and multi-family residential uses in the R-3 zone on the east, south and west, and unincorporated County lands are to the north.
- d) There are no trees or vegetation present; and the property has no value as habitat for rare or endangered species.
- e) Approval of the 11-unit complex would not result in significant effects related to traffic, noise, air quality, or water quality; and the infill site is adequately served by all required utilities and public services. The project includes design measures that are sustainable and encourage pedestrian activity and usage of other alternative transportation modes.

Based on the above, it can be seen with certainty that the proposed project could not have a significant effect on the environment.

Contact Person: Bill Scott (Area Code) Phone Number/Ext: (805) 478-4778

Signature: _____ Title: Contract City Planner

Date received for filing at County Clerk's Office: _____

(Form prepared March 2018)

EXHIBIT 2, FINDINGS FOR APPROVAL

**DESIGN REVIEW PERMIT
CRANDALL 12TH STREET APARTMENTS II
2023-055-DR**

1.0 CEQA Findings

1.1 CONSIDERATION OF THE CEQA EXEMPTION AND FULL DISCLOSURE

The City Council has considered the Class 32 Categorical Exemption together with the comments received and considered during the public review process for the project. The Class 32 Exemption has been completed in compliance with CEQA and is adequate for this proposal.

1.2 FINDING OF NO SIGNIFICANT EFFECT

Based on the whole record, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA.

1.3 LOCATION OF DOCUMENTS

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

2.0 Administrative Findings

2.1 DESIGN REVIEW FINDINGS

Pursuant to City of Guadalupe Municipal Code, Section 18.73.100, a Design Review Permit shall be approved only if all the following findings can be made:

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

The project has been designed with full consideration for both the livability for future residents and compatibility with the neighborhood in which the project is located. The surrounding area is in an original portion of the City and is typified by a mixture of single-family homes and multi-family developments on small infill lots. The proposed site, building orientation and building design is complementary to the project vicinity and setbacks and landscaping meet the established Municipal Code standards.

- 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.*

As noted, consistent with the buildings in the immediate area, the two-story apartment buildings have a maximum height of twenty-five feet 2-inches and the building exteriors include materials and colors that are harmonious and fitting with the immediate neighborhood.

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

The apartment buildings are of simple but attractive design. The architecture is described as a "Local Traditional" style. The exterior design includes a harmonious combination of Hardie board, board and batten and plaster siding, pitched composition shingle roofs, wood decks with steel railings and vinyl window frames. Exterior colors include beige exteriors, with sand trim and charcoal grey roofing. The building materials and colors relate harmoniously with one another.

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

Any mechanical and/or electrical equipment will be designed and located to minimize visibility and will be screened from public view as applicable.

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

All utility services are appropriate in their size and placement on the project site.

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

The property is generally flat, and the scope of grading will be limited. The grading is appropriate for the site; and will include stormwater treatment facilities to serve the functional needs of the project while landscaping will be appropriately placed to enhance the site appearance.

- 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.*

The project site is a vacant infill site and there are no existing trees on the property. Appropriate landscaping is provided throughout the project site, including but not limited to large tree plantings along the 12th Street frontage and additional trees are distributed throughout the site. The project has been conditioned to require permanent maintenance of the landscaped areas in accordance with Municipal Code 18.64.120.

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

The project would promote development of an underutilized infill site in this original portion of the City. There are no significant viewsheds in the project vicinity. The landscape and tree planting plan as well as associated public improvements are anticipated to improve the overall appearance of the project site and improve the appearance of the currently vacant lot.

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

All exterior lighting fixtures shall be designed, located, directed, and shielded to minimize potential light and glare impacts on neighboring properties.

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

No additional design standards were required by the City Council. However, the project was designed in full consideration of the applicable historic and neighborhood preservation goals and objectives of the City's General Plan.

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

The project is completely considerate of solar access and the site design and building placement, and building height will ensure no impact will result to the privacy of neighboring properties in the project area.

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

Eight covered parking spaces are provided. The parking is accessed through a 20-foot-wide driveway. Each carport is provided a 25-foot back-out space. As noted, the project is found to meet applicable City and state regulations pertaining to parking.

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.*

As noted, the project design is in full consideration of the urban design goals of the General Plan and the project meets the minimum standards established by the City of Guadalupe Municipal Code.

EXHIBIT 3
12TH STREET APARTMENTS
2023-055-DR
CONDITIONS OF APPROVAL

GENERAL CONDITIONS

1. **Project Description:** Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Application No. 2023-055-DR, shown in the project plans on file with the City of Guadalupe. The project consists of the construction and occupancy of a multi-family development consisting of nine apartment units and two future accessory dwelling units (ADUs) on a 0.34-acre property; with a total of eighteen (18) City standard sized parking spaces; nine (9) of which will be covered; and decorative landscaping and private open space are provided as shown on the approved plan set.

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. The project shall be constructed as shown on the plan set entitled 12th Street Apartments dated August 8, 2023 (Attachment 2), Deviations may require amendments to this permit, including additional CEQA review. Deviations without the above-described approval will constitute a violation of the permit approval.

2. The Applicant agrees, as a condition of approval of this resolution to indemnify, defend and hold harmless, at Applicant’s expense, City and 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 attached hereto. City shall promptly notify the 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, but such participation shall not relieve Applicant of the obligation of this condition. Applicant’s acceptance of this permit approval or commencement of construction or operations under the approval shall be deemed to be acceptance of all conditions of approval.
3. If any condition imposing a fee, exaction, or dedication is challenged by the project sponsors in an action filed in a court of law or threaten to be filed therein which action is brought within the time period provided for by law, this this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final 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.

4. In accordance with Sections 18,73.120 of the City the Municipal Code, this Design Review approval shall expire two (2) years from the date of approval, unless a building permit for the proposed improvements has been obtained prior to expatriation. Up to two one-year time extensions may be granted for good cause. An extension must be filed with the City prior to the permit expiration date. All of the following conditions shall be completed to the satisfaction of the City Engineer prior to issuance of certificate of occupancy, unless otherwise stated herein.

CITY ENGINEER CONDITIONS

All of the following conditions shall be completed to the satisfaction of the City Engineer prior to issuance of certificate of occupancy, unless otherwise stated herein.

Drawings/Administrative

5. All engineering submittals and drawings prepared by the applicant's engineer shall be signed and sealed by a California licensed civil engineer.
6. Prior to construction, the developer shall provide a copy of a preliminary Title Report, no more than 6 months old to the City Engineer.
7. Park development and public facilities fees shall be paid per the master fee schedule.
8. Submit grading and drainage plans, including a geotechnical report providing technical specifications for grading of the site and prepared by a Geotechnical Engineer, to the City and Santa Barbara County Flood Control District for plan checking and comment. Before building permits are issued, address all comments to the satisfaction of the City Engineer.
9. Upon approval of the improvement plans, the applicant shall provide a scanned pdf of the signed plans and three sets of prints of the signed improvement plans for inspection purposes.
10. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner and adhere to the requirements of the City of Guadalupe Municipal Code. Any graffiti on the property shall be promptly painted out. All landscaping areas in the property shall be permanently maintained with healthy, growing plant material, free from weeds. Dead or dying plant material shall be replaced within one month of plant deterioration. Failure to comply with this condition is a public nuisance and is subject to the adopted citation ordinance of the City of Guadalupe.

Bonding

11. The applicant shall provide an engineer's estimate for all work included on the public improvement plans. Bonds or other forms of securities shall be submitted as a guarantee for the construction of infrastructure improvements before the issuance of building permits.

Dedication

12. Before final inspections and acceptance of the public improvements, the applicant shall provide to the City Engineer record as-built drawings, signed by the engineer of record in the following method: one set of scanned pdfs, and one set of reproducible mylars.

13. Developer agrees to dedicate Public Works improvements to the City.

Infrastructure improvements

14. Public infrastructure improvements shall be designed and constructed in accordance with the City of Santa Maria standards (adopted by the City of Guadalupe), and the City of Guadalupe standard drawings when available. The decision of the City Engineer shall be final regarding the specific standards that shall apply.

15. The developer shall obtain an encroachment permit from the Building/Planning Department prior to any work in public streets, right-of-way, or easements.

Water

16. No certificate of occupancy shall be issued until adequate fire flows are verified.

17. All water meters shall be placed in the parkway, adjacent to the curb. Landscape area greater than 5,000 square feet requires a separate, appropriately sized irrigation meter.

18. For service lines already connected to the utility system, water and wastewater connection fees shall be based solely on an increase in water meter size and shall be calculated and collected prior to installation of the larger meter. For new water meters (except for ADUs) full connection fees shall apply, per the 2020-2021 master fee schedule. The owner shall pay for meter and all connection fees prior to issuance of the Building Permit.

19. MWEL0 - show extent of landscape. Under 2500 ft.², appendix D, over 2500 ft.² submit checklist.

Sewer

20. All sewer lines on-site shall be privately owned and maintained. Drawings shall label all privately owned lines as such. Private sewer lines shall tie into the public sewer main

using a wye connection. Sewer laterals shall not be connected to the public sewer main with a manhole.

Storm

21. The project shall comply with all Municipal Separate Storm Sewer System (MS4) requirements. Low Impact Development, best management practices and similar regulations and guidelines shall be met. The design shall comply with the Santa Barbara County Post Construction Requirements, Stormwater Technical Guide, and all future updates.
22. Stormwater control plans are required for all projects with new and replaced impervious surface greater than 2500 ft.²
23. The applicant shall submit drainage calculations or an updated drainage report with the public improvement plans.
24. Submit an Erosion and Drainage Control Plan to the City Engineer for review and approval prior to construction. The plan shall reflect "Best Management Practices" as proposed in the California Regional Water Quality Control Board Erosion and Sediment Control Field Manual and shall include both temporary measures (to be used during construction, and until permanent measures are completed/established) and permanent measures. Erosion control measures shall be in place and approved by the City before the start of construction. The plan shall include both source control and perimeter containment measures. All Drainage and Erosion Control Measures shall be designed and sized by a qualified professional.
25. All storm drain infrastructure located on-site and required by the Post-Construction Requirements (PCRs) adopted by the California Regional Water Quality Control Board for the Central Coast Region shall be privately owned and maintained.
26. Install Storm Drain Markers on all drainage inlets and bioretention signage on all bioretention areas.
27. Prior to final occupancy, an "Owner's Agreement to Construct and Maintain Private Drainage Improvements for Water Quality" on all private lots where LID measures are required must be approved, signed by the owner and City, and recorded. A template is available from the City Engineer.
28. Prior to final occupancy and if required, a "Storm Water Control Measures Certification of Approval" must be signed and stamped by a California Registered Engineer, Architect, Geologist and/or Landscape Architect and submitted to the City Engineer. A template is available from the City Engineer.

Overhead power lines

29. All new and existing electrical, telephone, and communication utility distribution service wires onsite and in adjacent easements shall be placed underground.

Solid waste

30. Provide a trash enclosure and dumpster located on the west end of the asphalt drive. Follow City of Santa Barbara trash enclosure guidelines (available upon request).

Street/sidewalk

31. Applicant shall repair any cracked or broken curb, gutter, driveway, and sidewalk within the project frontage. Public Works staff will determine the extent of the sidewalk and curb and gutter repair in the field prior to construction. Driveways shall be flush with adjacent sidewalk.

32. Olivera street paving shall be from new curb and gutter to the existing asphalt.

33. Upgrade adjacent curb ramps.

PLANNING DEPARTMENT CONDITIONS

34. Additional Permits Required: The use and/or construction of any structures or improvements authorized by this approval shall not commence until all necessary planning and building permits are obtained. Before any Permit is issued by the Building Department, the Owner/Applicant must obtain written clearance from all departments having conditions. Such clearance shall indicate that the Owner/Applicant must obtain written clearance from all departments having conditions. Such clearance shall indicate that the Owner/Applicant has satisfied all pre-construction conditions.

35. Accessory Dwelling Units: No accessory dwelling units (ADUs) are approved under this Design Review Permit. In accordance with Municipal Code Chapter 18.53 a maximum of two ADUs may be permitted. The specifications of any ADUs, including but not limited to floor plans, parking, and private open space, shall be established in accordance with Municipal Code Chapter 18.53 during zoning clearance review prior to issuance of a building permit.

36. Parking: Required off-street parking for apartments is based on Municipal Code Section 18.60.050 which specifies multifamily dwellings shall provide two (2) off-street parking spaces per unit, one of which shall be covered. ADU Parking requirements are based on the standards specified in Municipal Code Chapter 18.53. Based on a total of nine (9) apartments and two ADUs, off-street parking spaces shall be provided as follows:

a) *Apartment Parking*: For the nine apartment units, a total of eighteen (18) parking spaces shall be provided, a minimum of nine (9) of which shall be covered.

- b) *ADU Parking*: As shown on the Site Plan, the applicant is proposing a parking exemption for the two ADUs. ADU parking requirements will be established separately during the ministerial (zoning clearance) review process in accordance with Municipal Code Chapter 18.53.
 - c) *Parking Design*: The design of parking spaces and vehicle accessways shall meet the specifications of Municipal Code Section 18.60.030 to the satisfaction of the City.
37. Walls and Fences: In accordance with Municipal Code Section 18.52, the project shall construct the following:
- a) A five to six-foot masonry wall along the rear (north) and the side yard boundaries of the development.
 - b) A five to six-foot wood fence shall be constructed along the westerly project boundary to enclose the westerly private yards.
 - c) The final design and alignment of the fencing to enclose the Unit 103 private yard shall be determined during zoning clearance review and approval.
 - d) The parking lot shall be screened from off-site view with a wall, fence, berm or combination thereof as approved by the Planning Department.
 - e) The design of the walls and fencing shall be to the satisfaction of the Planning Department, the specifications of which shall be provided on the plans submitted for a zoning clearance, prior to issuance of a building permit.
 - f) All walls and fences shall meet minimum height and design standards as specified in Municipal Code Chapter 18.52 and shall be completed to the satisfaction of the City prior to issuance of an occupancy clearance.
38. Landscaping: Locations and landscape coverage shall as shown on the approved Conceptual Landscape Plan.
- a) Prior to issuance of Zoning Clearance, the applicant shall submit a Final landscape Plan for review and approval by the Planning Director.
 - b) Prior to the first occupancy clearance, the project shall have all landscaping planted.
 - c) The type, size, density, and configuration of new plants shall be selected to maximize successful establishment and growth to achieve this landscaping objective within a reasonable period of time after installation.

- d) Landscaping shall be installed and maintained per the City-approved landscape and irrigation plan and maintained for the life of the project.
- e) Plant locations may be adjusted in the field (as directed by Planning staff) to achieve landscaping objectives.
- f) The applicant shall contact City Planning staff at least 48 hours prior to request for occupancy clearance in order to verify that landscaping and irrigation has been installed according to the approved plans, Failure to comply with the requirements could jeopardize issuance of the occupancy clearance.

39. Landscape Maintenance: Landscape materials shall be planted substantially as shown on the approved Conceptual Landscape Plan, identified as Exhibit L1 attached hereto and incorporated herein.

- a) Trees and larger shrub plantings shall be selected to be generally symmetrical and installed in healthy condition. Any damaged or otherwise unhealthy plant material shall be immediately removed and replaced.
- b) To minimize the potential for bent or leaning, or miss-sharpen trees, tree plantings shall be staked until determined to be established as vertical and upright and not immediately subject to permanent wind disfigurement.
- c) The Property Owner and their successors shall be responsible for the long-term maintenance of the landscaped areas. All required landscaping shall be maintained in good condition. Such maintenance shall include, where appropriate, pruning, moving, weeding, cleaning, fertilizing and watering. Whenever necessary, plant materials shall be replaced, and any structural materials included in the basic landscaping design shall be repaired or replaced.
- d) All shrubs and plants shall be of a minimum size of one gallon, or equivalent, at the time of installation, and all trees shall be of a minimum size of 15 gallons, or equivalent, at the time of installation.

40. Decorative Architectural Features: Decorative planters shown beneath windows on the building plans, or an equivalent decorative, feature shall be incorporated into the project to the satisfaction of the Planning Department, prior to issuance of an occupancy clearance. Applicant is responsible for ensuring the long-term maintenance of any such decorative features.

Zoning Clearance: Pursuant to Guadalupe Municipal Code section 18.12.010 no building permit shall be issued until a zoning clearance has first been issued by the City.

Prior to a building permit submittal, the applicant shall submit an application for a zoning clearance to the Planning Department. The zoning clearance application shall include the following materials:

- a) A Ministerial application (online) for zoning clearance.
 - b) Copies of the site plan, final landscape and irrigation plan (as applicable), color board, and floor plans.
 - c) Fees: Contact Alice Saucedo, Permit Technician at: (805) 356-3903 asaucedo@ci.guadalupe.ca.us for retail commercial zoning clearance processing fees.
 - d) Signed Agreement to comply with conditional use permit conditions.
41. Commencement of work: The applicant shall notify City Planning Department and City Building Department staff of the start date for construction at least five (5) working days in advance of the start of work. This notification shall also include an estimated construction schedule and a truck haul route for demolished and recycled materials. The applicant shall also notify City staff of the completion of construction and demolition work no more than one working day upon completion.
42. Recycling: Excess construction materials and demolition materials shall be recycled to the extent feasible and proof of recycling in the form or receipt from the recycling facility noting recycled materials and amounts shall be provided to City staff.
43. Agreement to Comply: Approval of this Design Review is not valid until the property owner or authorized agent signs and returns the Agreement to Comply form, agreeing to the terms and Conditions of Approval. The signed form must be submitted to Planning Department prior to issuance of a Zoning Clearance.
44. Compliance with Conditions: The applicant shall comply at all times with these conditions. If complaints are filed with the City, staff will review the complaints and determine if a meeting with the applicant and complainants can resolve the issue(s). If no resolution is reached, a hearing will be scheduled before the City Council for staff to present a recommendation to resolve the issue(s). The applicant shall be responsible for the fees to cover staff time.
45. Construction Hours: The Owner/Applicant, including all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. No-noise generating construction shall occur on weekends or state holidays. Non-noise generating interior construction activities such as plumbing, electrical, drywall and painting (which does not include the use of compressors, tile saws, or other noise-

generating equipment) are not subject to these restrictions. The applicant is advised that building inspector and planning staff will spot check and responds to complaints.

46. Design Review Expiration: The Owner/Applicant shall obtain the required Zoning Clearance within 24 months following the effective date of this Design Review Permit. If the required Zoning Clearance is not issued within 24 months following the effective date of this Design Review Permit, or within such extended period of time as may be authorized in compliance with Section 18.73.120.B of the Guadalupe Municipal Code, and an application for an extension has not been submitted to the Planning Department, then the Design Review permit shall be considered void and of no further effect.
47. Design Review-Void: This Design Review Permit shall become void and be automatically revoked if the development and/or authorized use allowed by this time Design Review Permit is discontinued for a period of more than 12 months, or within such extended period as may be authorized in compliance with Section 18.73.120.B of the Guadalupe Municipal Code. Any use authorized by this Design Review Permit shall immediately cease upon expiration or revocation of this Design Review Permit. Any Zoning Clearance approved or issued pursuant to this Design Review Permit shall expire upon expiration or revocation of the Design Review Permit. Design Review Permit renewals must be applied for prior to expiration of the Design Review Permit.
48. Plans Requirements: The Owner/Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to the Building Department.
49. Contractor and Subcontractor notification: The Owner/Applicant shall ensure that potential contractors are aware of City conditions and requirements. Owner/Applicant shall notify all contractors and subcontractors in writing of the site rules, restrictions, and Conditions of Approval and submit a copy of the notice to Planning Staff.
50. Time Extensions: The Owner/Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with City rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner/Applicant requests a tie extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.
51. Archaeological Resources: In the unexpected event archeological 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.

52. Outdoor Lighting: The project is required to comply with standard lighting requirements per the Guadalupe Municipal Code, which requires that light and glare be minimized on any adjacent properties.
- a) All exterior lighting shall include full cut-off fixtures located to minimize the encroachment of excessive light and glare on neighboring properties.
 - b) Exterior lighting shall be shown on all Building plans prior to approval of the Zoning Clearance and Building Permit.
53. Stormwater: The project shall establish and implement a Stormwater Control Plan, in accordance with the protocol established by the Project Clean water Technical Guide.
- a) Prior to issuance of a building permit a Stormwater Control Plan shall be approved by the City; and the measures identified shall be fully constructed to the satisfaction of the City.
 - b) All stormwater control measures, and associated landscaping shall be maintained by the property owner(s) and their successors for the life of the project.
54. Fees: Prior to issuance of a building permit, the applicant shall pay all fees due to the Planning Department and those applicable fees to Building at the time of permit issuance.
55. Site Maintenance General: The property and all of the facilities, including but not limited to buildings; parking areas; carport structures and trash enclosures and their immediate areas shall be maintained in an orderly manner and free of accumulations of dirt, litter to the satisfaction of the City; and as further specified by Municipal Code Chapter 18.050.070.
56. Fence and Wall Maintenance: Fences and walls shall be maintained in an upright vertical and unbroken condition and in accordance with Municipal Code Chapter 12.52.125. Any graffiti shall be removed within 48-hours.

BUILDING DEPARTMENT

57. Permits. A building permit application, plans and specifications demonstrating compliance with current California Building, Fire, Plumbing, Mechanical, Electrical,

Green Building and Energy Standard Code requirements is to be submitted and permits obtained prior to construction.

58. Design Professional Required. Plans for the project shall be prepared signed and sealed by a California registered design professional, i.e. architect or engineer.
59. Soils Report Required. A soils (Geotechnical) report will be required for the project and must be submitted at the time of building permit application. [C.B.C., §1803]
60. Undergrounding Required. All electrical, telephone and communication utility distribution and service wires shall be placed underground.
61. Water Meters. Utility or customer submetering of the domestic water supply is required for each unit in multiunit (2 or more) residential structures.
62. Truss Calculations. The City of Guadalupe requires truss calculations and their design to be submitted at the time of building permit application. C.B.C. §107.3.4.1
63. Fire Sprinklers. New Group R occupancies are required to be protected by an automatic sprinkler system in accordance with C.B.C. Section 903.2.8. Fire sprinkler systems require separate review, approval and permit and are not within the scope of the building permit application for the structures.
64. Alarm Systems. Fire alarm systems, smoke alarms and carbon monoxide alarms shall be provided in Group R-2 and R-3 occupancies, as applicable. C.B.C., §420.5
65. Fire Barriers. Fire barriers separating dwelling units and other occupancies shall be constructed in accordance with C.B.C., Section 707 and horizontal assemblies separating dwelling units and other occupancies shall be constructed in accordance with C.B.C., Section 711. In addition to the fire resistive construction, walls and floor/ceiling assemblies separating dwelling units shall be designed to provide a sound transmission class rating in compliance with C.B.C., Section 1207.
66. Photovoltaics. The project shall incorporate solar photovoltaic system(s). Show the PV array locations on the elevation plans as applicable. [C.En.C. §110.10(a)2]
67. Waste Management. After the issuance of a building permit, the applicant shall submit a waste management plan to the Building Division. The plan shall include the estimated composition and quantities of waste to be generated and how the project developer intends to recycle at least 65 percent of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final inspection. During demolition and construction, the project developer shall mark all trash disposal bins “trash materials only” and all recycling bins “recycling materials only.”

FIRE DEPARTMENT CONDITIONS

68. Fire Hydrant. Sheet C2.0; Identify existing or proposed Fire Hydrants and show compliance with the Amended City of Guadalupe Municipal Fire Code §15.08.030, Appendix C Table C102.1; Number and Distribution of Fire Hydrants.
69. Emergency Contact Information. An "Emergency Contact Information" form shall be provided to the Guadalupe Fire Department (GFD) prior to the issuance of Building Permits.
70. Address Numbers. The proposed location and design of address numbers shall be shown on plans. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and clearly visible from the centerline of the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches in height with a minimum stroke width of 0.5 inch (12.7mm) for residential occupancies and 6 inches (152 mm) high with a minimum stroke of 0.75 inch (19 mm) for commercial and industrial occupancies. Numbers and/or letters of larger size may be required based on the size and design of the building or groups of buildings. Where access is by means of a private road and the building cannot be viewed from the public way, a monument pole or sign or means shall be used to identify the structure. Address identification shall be maintained.
71. Access. Fire Department Access requirements shall comply with the Fire Code of the City of Guadalupe Chapter 8, Title 15 of the Guadalupe Municipal Code (GMC), 2019 California Fire Code (C.F.C.), Section 503 and C.F.C. Appendix D. All weather surface access roads shall be installed and approved by the Fire Department prior to the issuance of a building permit or start of construction unless otherwise approved by the Fire Code Official.
72. Access Roads. An approved Guadalupe Fire Department (GFD) access road shall extend to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building.
- a. All weather surface access roads shall be installed and approved by the GFD prior to vertical combustible construction.
73. Temporary Access Roads. Plans for temporary access roads shall be reviewed, inspected and approved by the GFD prior to construction, in accordance with C.F.C. Section 501. Temporary access roads shall be constructed with compacted base, curbs and gutters prior to vertical combustible construction. Access roads shall be maintained clear and unobstructed for the duration of the construction project.

74. Temporary Fire Access Road Signage. Temporary access signage shall be placed at each entrance to the project (when necessary) to delineate construction and fire access. These signs shall be installed prior to combustible construction.
75. Fire Lane Sign Requirements. No Parking/Fire Lane signs must follow these guidelines:
- a) The CVC Code 22500.1 (CVC 22500.1) must be imprinted on the bottom of the sign.
 - b) All lettering shall be red on white reflective background no smaller than 2 inches in height.
 - c) The sign shall be no smaller than 12 inches wide by 18 inches high.
 - d) The sign shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be of durable material.
 - e) Signs shall be installed at all driveway entrances and at intervals of not less than 100 feet along all designated fire lanes.
76. Fire Lane Curb Painting Requirements. Where a curb exists adjacent to a fire lane, the top and face of the curb shall be painted with red traffic paint. Where the curb is discontinued, a red stripe and stencil as described below shall be painted to define the fire lane. Red curbs, red stripes and white stencils must be maintained in good condition and follow these guidelines:
- a) The face of the curb shall be stenciled with the words: NO PARKING FIRE LANE in white block letters a minimum 4 inches in height.
 - b) The stencil must be painted on the FACE of the curb. Exception: Under circumstances where the curb height is less than 4 inches, the stencil may appear on the top of the curb.
 - c) The stencil must appear every 50 feet or less, depending on the configuration of the fire lane. (Where a small island cannot contain both phrases, FIRE LANE must appear the NO PARKING may be omitted).
 - d) Where no curb exists adjacent to the fire lane, the edge of the fire lane shall be marked with an 8-inch-wide red stripe. In addition, a diagonal 8-inch-wide red stripe may be required between the edges of the fire lane, with the diagonal stripe connecting the stripes or curbs at the edges of the fire lane. The spacing of the diagonal stripe is every 50 feet.
 - e) The stripe shall be stenciled with the words NO PARKING FIRE LANE in white block letters, minimum 4 inches in height.

- f) The stencil must appear every 50 feet or less, depending on the configuration of the fire lane. If the fire lane is less than 50 feet the stencil must appear at the beginning and end of the fire lane.
77. Water Supply for Fire Protection. An approved water supply for fire protection shall be installed and made fully operational prior to the delivery of combustible materials to a job site. The Fire Code Official shall inspect and approve the water system prior to the delivery of combustible materials at the job site.
78. Portable Fire Extinguishers. Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with C.F.C., Section 906 and sized for not less than ordinary hazard as follows:
- a) At each stairway on all floor levels where combustible materials have accumulated.
 - b) In every storage and construction shed.
 - c) Throughout the building under construction in sufficient quantity so travel distance does not exceed 75 feet (23 m).
 - d) The minimum rating for fire extinguishers shall be 2A10BC.
 - e) Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids.
 - f) Fire Flow. Fire flow shall comply with C.F.C., Appendix B. The minimum fire flow for this R-2 project shall be 500 gallons per minute for a 1/2 hour (based on Type V Construction with fire sprinklers).
79. Fire Sprinkler Systems. Automatic Fire Sprinklers are required for the proposed R-2 occupancy and as otherwise required by the C.F.C.. Deferred submittal of fire sprinkler plans and calculations is permitted. The plans and calculations shall be signed and sealed on every sheet by a registered Fire Protection Engineer or Fire Protection Contractor.
80. Fire Department Connection (FDC). FDCs shall be located on the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the Fire Chief or his/her designee. The FDC shall:

- a) Face the public street or fire lane fronting the protected building and be installed so the center line of the connection is a minimum of 36 inches above finished grade.
- b) Within 40 feet of an approved roadway or driveway and arranged so that hose lines can be readily attached to the inlets without interference.
- c) Within 50 feet of an approved fire hydrant.
- d) Be equipped with Knox Brand locking caps.
- e) All Fire Department Connections, fire sprinkler risers, standpipes connections, and fire pump connections shall be provided with a sign identifying its location in accordance with standards established by the Fire Code Official. Where the FDC does not serve the entire building, a sign shall be provided indicating the portion of the building served.
- f) A 5-foot (1.5 m) clear space shall be maintained in front of the FDC when placed directly in front of a parking area or road. Where the clearance required intrudes into the road or parking area the Fire Lane Curb Painting Requirements in C.F.C., Appendix Section D103.6.4 must be applied.

81. Fire Alarm System. A fire alarm system shall be installed in accordance with the C.F.C. and N.F.P.A. 72 standards. All alarm systems shall have an alarm permit issued by the Guadalupe Police Department. Permit shall be obtained prior to final occupancy approval. The fire alarm system shall be certificated by Underwriters Laboratories or an equivalent nationally recognized organization.

- a) Deferred submittal of fire alarm plans is permitted. The plans shall be signed and sealed, on every sheet, by a registered Fire Protection Engineer or Fire Protection Contractor licensed in California.
- b) A Fire alarm system, at a minimum incorporating tamper switches on control valves and a Central Station service for the water flow alarm shall be installed for fire sprinkler systems.

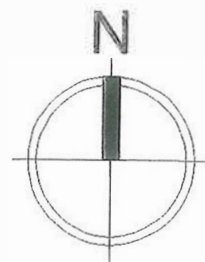
82. Smoke and Carbon Monoxide Detectors/Alarms. Smoke and Carbon Monoxide Detectors/Alarms shall be installed in accordance with the C.F.C., C.B.C., and N.F.P.A. 72.

83. Inspections/Approvals. The Fire Department shall inspect/approve the following:

- a. Fire access road(s): prior to vertical combustible construction.
- b. Fire hydrants: prior to vertical combustible construction.
- c. Water mains: prior to vertical combustible construction.

- d. Underground fire sprinkler piping: prior to concealment.
- e. Overhead fire sprinkler piping: prior to installation.
- f. Fire Alarm system acceptance test: prior to occupancy clearance.
- g. Fire Department Key Box; mounted in proper location w/key(s) inside: prior to occupancy clearance.
- h. The Fire Department shall be given 48 hours minimum notice for all inspections via the inspection request line 805-356-3905.
- i. All permits shall be issued prior to start of any work.

End of Conditions



SITE & VICINITY MAP



12TH ST APARTMENTS

GUADALUPE, CA

NEW BUILDINGS FOR:
12TH ST APARTMENTS
 APN 115-035-001
 GUADALUPE, CA

SITE SUMMARY

PARCEL INFORMATION
 PROJECT ADDRESS: UNASSIGNED
 APN: 115-035-001
 JURISDICTION: CITY OF GUADALUPE
 BASE ZONING: R3
 CLIMATE ZONE: 5
 EXISTING LAND USE: VACANT PARCEL
 PROPOSED LAND USE: MULTIFAMILY HOUSING
 MAX HEIGHT PER ZONING: 35'-0"

SITE HAZARD ASSESSMENT
 FIRE RESPONSIBILITY AREA: LOCAL (LRA)
 FIRE ZONE DESIGNATION: NON-VHZ
 WILDLAND URBAN INTERFACE: NA
 FAULT HAZARD AREA: NA
 RISK CATEGORY: II
 SEISMIC DESIGN CATEGORY: D

SETBACK REQUIREMENTS
 FRONT: 20'-0"
 REAR: 15'-0"
 INTERIOR: 5'-0"
 STREET SIDE: 15'-0"
 PROPOSED SETBACKS: SEE SITE PLAN

ADJACENT USES	USE DESCRIPTION	ZONING
NORTH: OPEN SPACE		--
SOUTH: 12TH STREET		--
EAST: RESIDENTIAL		R-3
WEST: OLIVEA ST		--

LANDSCAPE REQUIREMENTS
 LANDSCAPE AREA REQUIRED: NOT LESS THAN 10% (15,246 x 0.10 = 1,525 SF MIN)
 PROPOSED LANDSCAPE AREA: 4,20 SF (27%)

DENSITY CALCULATION
 ALLOWABLE BASE DENSITY: 1 UNIT / 452 SF = 10.8 UNITS
 ADDITIONAL ADJUSTMENT: 1 PER 4 UNITS = 2 ADJUS
 TOTAL DENSITY ALLOWED: 125 UNITS
 PROPOSED DENSITY: 11 UNITS

PARKING REQUIREMENTS

OFF STREET PARKING REQUIREMENTS	USE	RATIO	UNITS	SPACES REQ'D
MULTIFAMILY	2 PER UNIT (1 COVERED)		9	18
ADJ	0 PER UNIT		2	0

NOTES: PROPERTY OWNER WILL BE RESPONSIBLE FOR CLEAR ASSIGNMENT OF THE TWO (2) PARKING SPACES TO BE DESIGNATED FOR EACH UNIT

BUILDING SUMMARY

GENERAL BUILDING CONFIGURATION
 NUMBER OF STORES: 2
 CONSTRUCTION TYPE: V8
 STRUCTURAL RISK CATEGORY: 11
 FIRE SPRINKLERS REQUIRED: YES
 FIRE SPRINKLER TYPE: SM

ALLOWABLE STORES, HEIGHT & AREA (CBC TABULAR VALUES)

FLOOR(S)	USE DESCRIPTION	OCC.	STORIES	HEIGHT*	AREA**
2	RESIDENTIAL	R-2	3	40'	21000
1	CARPORITS	U	2	60'	22000

OCC.	MOST RESTRICTIVE HEIGHT & AREA		AREA	
	ALLOWED*	PROPOSED	ALLOWED**	PROPOSED
R-2	40'	25'-1"	21000	10629

CODES IN EFFECT

ALL CODES REFERENCED SHALL BE CALIFORNIA EDITIONS. THE CODES REFERENCED IN THESE PLANS ARE AS FOLLOWS:
 A. 2023 CALIFORNIA BUILDING CODE (CBC)
 B. 2023 CALIFORNIA MECHANICAL CODE (CMC)
 C. 2023 CALIFORNIA PLUMBING CODE (CPC)
 D. 2023 CALIFORNIA FIRE CODE (FC)
 E. 2023 CALIFORNIA ELECTRICAL CODE (CEC)
 F. 2023 CALIFORNIA GREEN CODE (CGC)
 G. CALIFORNIA STATE ENERGY CONSERVATION STDOS (TITLE 24)
 H. COUNTY LAND USE ORDINANCE (TITLE 22)
 I. COASTAL ZONE LAND USE ORDINANCE (TITLE 23)
 J. COUNTY BUILDING AND CONSTRUCTION ORDINANCE (TITLE 19)
 K. 2023 GUADALUPE MUNICIPAL CODE

PROJECT DESCRIPTION

CONSTRUCTION OF A MULTI-FAMILY APARTMENT BUILDING CONSISTING OF 3 CARPORTS WITH 1 UNITS ON THE FIRST FLOOR, 8 UNITS ON THE SECOND FLOOR, AND 2 ADJUS (ONE ADAPTABLE). SITE WORK INCLUDES NEW AC PAVING, CONCRETE FLATWORK, LANDSCAPE, AND 18 PARKING STALLS (9 COVERED, 9 OPEN)

VICINITY MAP



TEAM LIST

OWNER: CRANDALL, TREVOR & KIM
 P.O. BOX 2288
 NIPOMO, CA 93444
ARCHITECT: MW ARCHITECTS
 330 S. HALCYON RD.
 ARROYO GRANDE, CA 93420
 805 844 4334 EXT. 101
 RE: ALEX.BOWEN@MW.BZ
 EMAIL: ALEXANDERS@MW.BZ
STRUCTURAL ENGINEER: TBD

AGENCIES

CITY OF GUADALUPE BUILDING AND FIRE SAFETY DEPARTMENT
 P.O. BOX 908
 GUADALUPE, CA 93434
 (805) 356-3903
CITY OF GUADALUPE FIRE DEPARTMENT
 918 OBISPO STREET
 GUADALUPE, CALIFORNIA 93434
 (805) 356-3905
COUNTY HEALTH DEPARTMENT
 300 N. SAN ANTONIO RD.
 SANTA BARBARA, CA 93110
 (805) 881-9102
CITY OF GUADALUPE POLICE DEPARTMENT
 918 OBISPO STREET
 GUADALUPE, CA 93434
 (805) 343-3112
UNDERGROUND SERVICES
 811
CITY OF GUADALUPE PUBLIC WORKS
 918 OBISPO STREET
 GUADALUPE, CA 93434
 (805) 356-3909
PACIFIC GAS & ELECTRIC
 408 S. HIGUERA STREET
 SAN LUIS OBISPO, CA 93401
 800-743-5000
THE GAS COMPANY
 201 W. MAIN STREET
 SANTA MARIA, CA 93454
 (805) 881-9102
CHARTER SPECTRUM COMMUNICATIONS
 1148 W BRANCH ST SUITE B-2
 ARROYO GRANDE, CA 93420
 (805) 406-7063
VERIZON
 2120 S. BROADWAY
 SANTA MARIA, CA 93454
 (805) 928-7433

SHEET INDEX

DP1	TITLE SHEET
DP2	SITE PLAN
DP3	FLOOR PLANS
DP4	FLOOR PLANS
DP5	ELEVATIONS
DP6	SECTIONS
DP7	PERSPECTIVES
L1	LANDSCAPE

DP1

JOB NO. DATE
 #23843 8/8/2023



REFERENCE NOTES

1. FLOOR ABOVE
2. NEW DRIVEWAY APRON PER TO CITY OF SANTA MARIA STANDARD DTL. RD-12
3. 6" CONCRETE CURB
4. STAIRS TO FLOOR ABOVE
5. 30" VEHICLE OVERHANG
6. EXISTING FIRE HYDRANT
7. EXISTING POWER POLE
8. EXISTING UTILITIES OVERHEAD
9. EXISTING 8" WATER LINE
10. EXISTING 8" SEWER LINE
11. NEW SEWER LINE AND TIE IN
12. NEW SEWER CLEAN OUT PER CITY OF SANTA MARIA STANDARD DTL. SS-10B
13. NEW WATER LINE AND TIE IN
14. NEW SIDEWALK PER CITY OF SANTA MARIA STANDARD DTL. RD-11
15. EXISTING SIDEWALK
16. EXISTING PAVED ROAD
17. NEW 6' TALL CMU SITE WALL
18. NEW WATER METERS PER CITY OF SANTA MARIA STANDARD DTL. WA-23B

GRADING AND DRAINAGE NOTES

1. WHEREVER PRACTICABLE, GRADING SHOULD PRESERVE, MATCH, OR BLEND WITH THE NATURAL CONTOURS OF THE LAND.
2. WHENEVER PRACTICABLE, TREES AND NATIVE VEGETATION SHOULD BE RETAINED.
3. SLOPES, BOTH CUT AND FILL, SHALL NOT BE STEEPER THAN THREE RUN TO ONE RISE (3:1).

STORMWATER ANALYSIS

IMPERVIOUS SURFACE VALUES

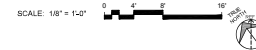
PRE PROJECT:	IMPERVIOUS AREA=	0 SF
	SITE AREA=	15,246 SF
POST PROJECT:	IMPERVIOUS AREA=	11,126 SF
	NET IMPERVIOUS=	+11,126 SF

PER DEVELOPMENT STANDARD S 50,080.C.3
 *NEW CONSTRUCTION THAT RESULTS IN AN INCREASE TO IMPERVIOUS SURFACE AREA EQUAL TO OR GREATER THAN 40% ON-SITE DRAINAGE RETENTION SHALL BE REQUIRED FOR ALL EXISTING AND NEW IMPERVIOUS SURFACE AREAS.
 STORAGE CHAMBERS PROPOSED IN PARKING LOT.



NEW BUILDINGS FOR:
12TH ST APARTMENTS
 APN 115-035-001
 GUADALUPE, CA

SCHEMATIC SITE PLAN



DP2

JOB NO. 223843 DATE 8/8/2023



REFERENCE NOTES

- 1. HIGH WINDOWS
- 2. FLOOR AND/OR ROOF ABOVE
- 3. STRUCTURAL POST



MW ARCHITECTS
 MICHAEL C. PEACHEY
 WAYNE R. STUART
 C. J. HORSTMAN
 330 S. HALCYON ROAD
 ARROYO GRANDE, CA 93420
 (805) 844-4334 www.mwaz.com

NEW BUILDINGS FOR:
12TH ST APARTMENTS
 APN 115-035-001
 GUADALUPE, CA

GENERAL BUILDING CONFIGURATION
 NUMBER OF STORIES: 2
 CONSTRUCTION TYPE: VI
 STRUCTURAL RISK CATEGORY: 1
 FIRE SPRINKLERS REQUIRED: YES
 FIRE SPRINKLER TYPE: SM

ALLOWABLE STORES, HEIGHT & AREA (CBC TABULAR VALUES)

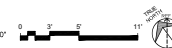
FLOOR(S)	USE DESCRIPTION	OCC.	STORIES	HEIGHT*	AREA**
2	RESIDENTIAL	R-2	3	42'	21000
1	CARPORTS	U	2	60'	22000

MOST RESTRICTIVE HEIGHT & AREA

OCC.	ALLOWED*	PROPOSED	ALLOWED**	PROPOSED
R-2	42'	25'-1"	21000	10029

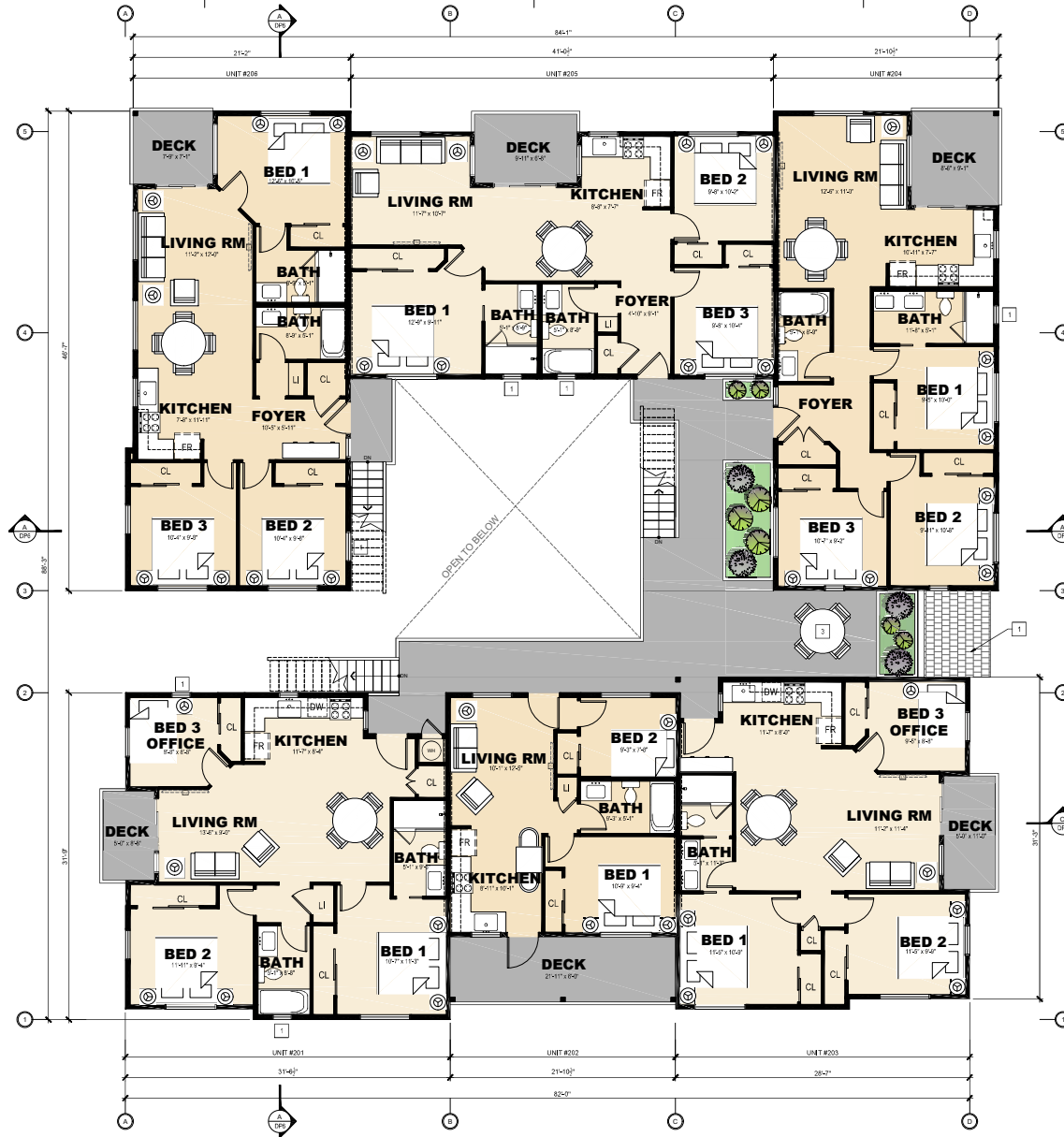
SCHEMATIC FLOOR PLANS - FIRST FLOOR

SCALE: 3/16" = 1'-0"



DP3

JOB NO. 223843 DATE 8/8/2023



REFERENCE NOTES

- 1. ROOF BELOW
- 2. HIGH WINDOW
- 3. COMMON SPACE



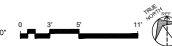
MW ARCHITECTS

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NEW BUILDINGS FOR:
12TH ST APARTMENTS
APN 115-035-001
GUADALUPE, CA

SCHEMATIC FLOOR PLANS - SECOND FLOOR

SCALE: 3/16" = 1'-0"



DP4

JOB NO. 823843 DATE 8/8/2023



SOUTH
12TH STREET



WEST
OLIVERA STREET



NORTH
OPEN SPACE



EAST
NEIGHBORING LOT

MATERIAL & COLOR DESIGNATIONS

F	MATERIAL NUMBER
X	COLOR DESIGNATION

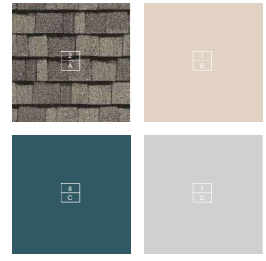
MATERIAL DESIGNATIONS

1. SMOOTH TROWEL PLASTER
2. COMPOSITE SHINGLE ROOF
3. 2X WOOD FASCIA BOARD
4. WOOD DECK FRAMING
5. HOG WIRE FENCING
6. VINYL WINDOWS
7. BOARD AND BATTEN SIDING
8. HARDE BOARD SIDING
9. WOOD TRELLIS COVERING

COLOR DESIGNATIONS

- A. FACTORY FINISH - CHARCOAL
- B. SAND - KM1 "SNIP OF TANNIN" OR SIMILAR
- C. NAVY BLUE - KM88 "NIGHT SKY" OR SIMILAR
- D. GRAY - KM88S "ANCESTRAL WATER" OR SIMILAR
- E. WHITE
- F. FACTORY FINISH - WHITE

MATERIAL & COLOR EXAMPLES



MW ARCHITECTS
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WAYNE R. STUART
C. J. HORSTMAN
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NEW BUILDINGS FOR:
12TH ST APARTMENTS
APN 115-035-001
GUADALUPE, CA

SCHEMATIC ELEVATIONS

SCALE: 1/8" = 1'-0"



DP5

JOB NO. 223843 DATE 8/8/2023

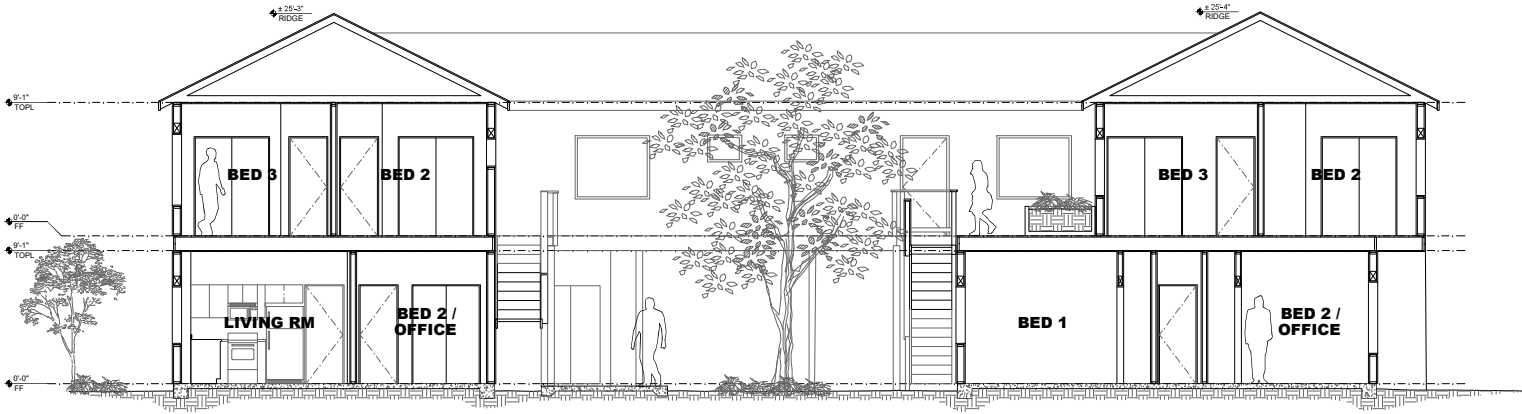


MW ARCHITECTS

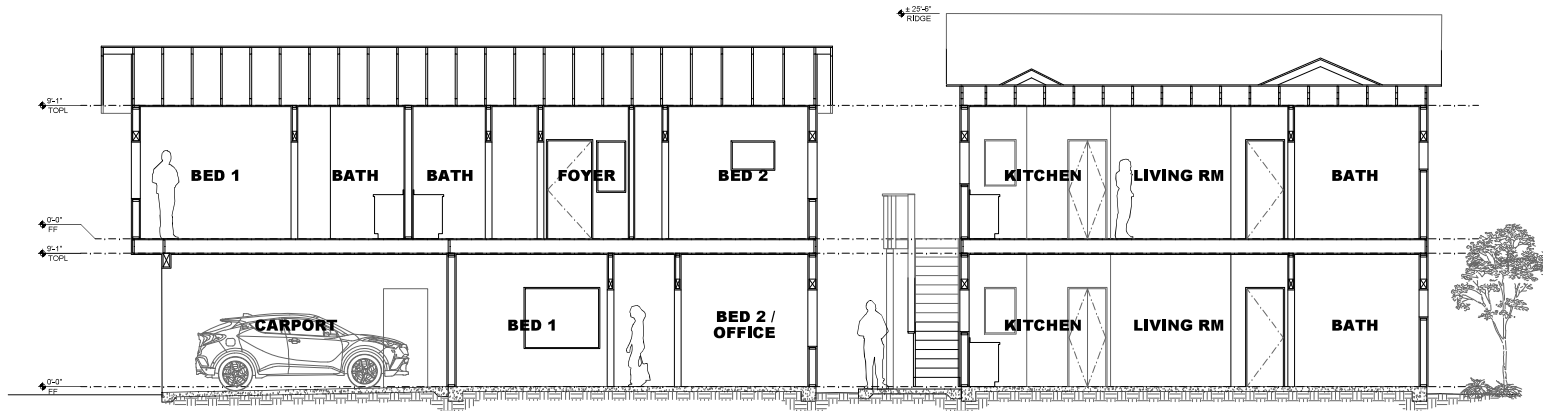
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ARROYO GRANDE, CA 93420

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SECTION A-A



SECTION B-B

NEW BUILDINGS FOR:
12TH ST APARTMENTS
APN 115-035-001
GUADALUPE, CA

SCHEMATIC SECTIONS

SCALE: 1/4" = 1'-0"



DP6

JOB NO. 923843 DATE 8/8/2023



PERSPECTIVE 1
PARKING LOT // NORTHWEST ELEVATIONS



PERSPECTIVE 2
12TH STREET // SOUTHEAST ELEVATIONS



PERSPECTIVE 3
12TH STREET // WEST ELEVATION



PERSPECTIVE 4
COURTYARD // INTERIOR ELEVATIONS

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NEW BUILDINGS FOR:
12TH ST APARTMENTS
 APN 115-035-001
 GUADALUPE, CA

SCHEMATIC PERSPECTIVES

DP7
 JOB NO. DATE
 #23843 8/8/2023



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Bill Scott

Prepared by:
Bill Scott, Contract City Planner

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public Hearing to consider Conditional Use Permit (2023-031-CUP) for SLOCAL Management, LLC, to allow a retail cannabis dispensary at 928 Guadalupe Street (Assessor's Parcel Numbers 115-072-013, 115-072-014).

EXECUTIVE SUMMARY:

The applicant is requesting City Council approval of a conditional use permit (CUP) and a CEQA Notice of Exemption to allow a 2,200 square-foot retail cannabis dispensary (CA Type 10 - Storefront Retailer) in an existing building at 928 Obispo Street (Attachment 2 - Aerial Site Map). This license type also allows the delivery of cannabis goods. The building is located in the Downtown Mix-Use zoning district. Municipal Code Section 18.35.030(5) requires conditional use permit review and approval for a cannabis dispensary in the Downtown Mix-Use zone. Furthermore, Chapter 9.22, the Cannabis Business Permit Ordinance applies to each facet of the review and operation of this dispensary use. A Class 1 Categorical Exemption (Reuse of Existing Facilities) was prepared for the project in accordance with State CEQA Guidelines.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff;
- 2) Conduct a public hearing, including: a) an opportunity for the applicant to present the proposed project; and b) receive any comments from the public; and
- 3) Adopt Resolution No. 2023-74 approving Conditional Use Permit 2023-031-CUP; including CUP Findings, a CEQA Class 1 Exemption, and the conditions of approval.

BACKGROUND:

On June 1, 2023, SLOCAL, Management LLC filed a conditional use permit application (2023-031-CUP) with the City's Planning Department to allow Root One, a retail cannabis dispensary at 928 Guadalupe Street. As provided under Chapter 9.22 of the Guadalupe Municipal Code, (Cannabis Business Permit Ordinance) SLOCAL Root One was a finalist selected through the City's retail cannabis competitive process. As the next steps, the process to obtain a City Commercial Cannabis Business (CCB) Permit requires:

- a) Conditional Use Permit (CUP) approval;

- b) Establishment of a Community Benefit Agreement;
- c) An approved Building Permit.

Project Description:

The project site consists of two small contiguous parcels totaling 0.16-acres. The building at 928 Guadalupe Street is on the southerly parcel and a portion of a shared parking lot is on the northerly parcel. The dispensary would occupy the entire 2,044 square-foot ground floor of the building. Additionally, a 160 square-foot pre-manufactured metal structure will be attached to the rear of the building. The addition will be used as a product receiving room and a storage vault. A small outdoor area behind the building would be fenced and gated to accommodate a secured product delivery area, dispensary vehicle storage; and an employee break area. Other minor exterior improvements include parking lot resurfacing and restriping, door and window security reinforcement, new outdoor security lighting, signage, and small decorative landscape features.

Project Vicinity:

As noted, the 928 Guadalupe location is in Downtown Guadalupe and the dispensary site is surrounded on the north, south and west by the various businesses and restaurants that typify the downtown area. Single-family homes are immediately to the east behind the dispensary site.

Product Inventory:

The Root One dispensary proposes to offer a mix of cannabis products that are commonly purchased at retail dispensaries including: flower, concentrates, edibles, topicals and lotions, tinctures, pre-rolls, and accessories. Product delivery will be a part of the business operation. A more detailed list of items allowable for merchandising are listed in Condition 6 of Exhibit 3, of the draft Conditional Use Permit.

State Licensing:

The dispensary will operate under a State of California Type 10 (Storefront Retailer), license; or equivalent licensing as determined by the state for retail dispensary sales and delivery, serving both medical patients and adult-use customers.

DISCUSSION:

The two main issues associated with this conditional use permit are: 1) compatibility with the neighboring properties; and 2) Municipal Code conformance, specifically conformance with Chapter 9.22 of Title 9 (Commercial Cannabis Business Ordinance) and Title 18 (the Zoning Ordinance).

Neighborhood Compatibility:

Sensitive Land Use Survey:

As is typical with any conditional use, and particularly those conditional uses that cater exclusively to adults, compatibility with neighboring land uses is a primary consideration. Municipal Code Section 9.22.330 (Location and Design) of the City's cannabis ordinance identifies certain land uses that are designated as "sensitive land uses." The ordinance establishes: *a cannabis dispensary shall be no closer than 600 feet from any parcel in the City designated by the City and State law as a sensitive use.* Among those identified as a sensitive land use are:

- A school providing instruction in kindergarten or any grades 1 through 12 (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);
- A commercial daycare center licensed by the State, County or City which is in existence at the time the (cannabis) license is to be issued;
- A youth center that is in existence prior to the submittal of the initial cannabis application or at the time the license is issued.

Based on this requirement, as a first measure City staff conducted a land use (Zoning Verification) survey in late 2021. The results of the survey concluded no use designated as sensitive land use is currently within a 600-foot radius of the proposed dispensary site at 928 Guadalupe Street. Thus, it was found that a cannabis dispensary at this location would have no direct effect on a designated sensitive land use.

Interface with Neighboring Properties:

Among the primary land use compatibility considerations are: a) ensuring that the flow of customers visiting the dispensary is orderly, b) ensuring the facility is secure both day and night, and c) assuring that potential annoyance impacts, such as light and glare, noise or odor impacts are minimized.

Customer Management: The Operational Plan prepared by the applicant establishes a system for orderly transactions from entry and customer identification to sales and exiting the premises. As shown on the Floor Plan (Sheet A.1) customers will circulate through the facility through separate entry and exit doors. The interior check-in lobby will be separated from the sales floor with secured doors. Security personnel will be on duty during all hours of operation to ensure order is maintained inside the building, and outside in and around the parking areas. Among other duties, the security personnel will ensure that there is no loitering or product consumption on the premises.

Security: Industry standard “hardening” measures recommended by HdL Consultants are applied to ensure the facility is properly secured during nighttime hours. Outdoor night lighting will be carefully located to maximize protection. Other operational controls including: an indoor and outdoor camera plan, area access restrictions plan, alarm system, a product delivery plan, a customer identification and monitoring system; and City Police Department coordination are all part of the overall facility operations plan. Each of these measures is specified in detail in the preliminary draft of the conditional use permit attached to the City Council Resolution as Exhibit 3. Requisite security measures applicable to the retail dispensary are further summarized in the Municipal Code Conformance discussion.

Noise: As a retail use, adverse noise impacts are expected to be minimal. As noted, use of the rear property would be limited to cannabis delivery, secured dispensary vehicle storage and employee seating. Vehicle maintenance or amplified sound is prohibited. Customer parking would occur in a shared parking area. Noise impacts from those activities should be minimal. Security personnel will be on duty during all hours of operation to ensure any potentially noisy or disorderly activity is immediately resolved. Furthermore, the City’s cannabis ordinance limits hours of operation to between 9:00 am. and 9:00 pm. Monday – Sunday. The facility is to further limit its hours from 9:00 am. to 8:00 pm. Thus, no significant noise impacts are anticipated.

Light and Glare: The project will install new outdoor security lighting. Outdoor lighting fixtures will not exceed 16-feet in height. The conditional use permit is conditioned to ensure outdoor security lighting will be properly located and shielded to minimize potential light and glare impacts on the neighboring homes. The final lighting plan will be evaluated prior to issuance of a building permit.

Odor: The Floor Plan (Sheet A.1) indicates an odor control system will be installed. Furthermore, consultant Scott Bruce has stated, that, in his experience, potential odor impacts to neighboring uses are not anticipated. This is due to the relatively small scale of the dispensary and its inventory. As a contingency measure, Condition 20 has been added to address odor just in case odor complaints do arise. Waste disposal of cannabis product and paraphernalia is in a secured location indoors and will comply with the requirements of the disposal service (Waste Management) and must also conform to the City's Odor Ordinance, Municipal Code Section 09.22.38(I).

Land Use Compatibility Conclusion: The 928 Guadalupe Street location was found to meet or exceed the 600-foot radius sensitive land use criteria established by Municipal Code Section 9.22.330. Through diligent management by the operator and as stipulated by this CUP, the facility is anticipated to be a secure and compatible addition to the area. Based on the above, the dispensary use should relate to the neighborhood and its occupants no differently than any typically permitted retail use in the area.

Municipal Code Conformance:

Cannabis Ordinance Conformance:

Chapter 9.22 of the City of Guadalupe Municipal Code (Cannabis Business Permit Ordinance) regulates all requests for commercial cannabis businesses in the City. Among the stated purposes of Chapter 9.22 is to: *...Regulate the Adult Use Cannabis Act ("Proposition 64" approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses...* Portions of this Chapter applicable to the SLOCAL Root One dispensary are summarized as follows:

Prior to commencing operation City Code Section 9.22.027 requires all commercial cannabis business in the City must receive:

- a) A valid cannabis business permit from the City.
- b) A valid State of California seller's permit; and
- c) The owner/operator shall obtain the required State licenses.

Additionally, Municipal Section 9.22.400 sets specific minimum standards for retail dispensaries. Municipal Code Section 9.22.400 regulates the following:

- Hours of operation;
- Age Restrictions;
- Access restrictions;
- Packaging requirements;
- Signage standards and limitations;
- Security; and

- Reporting and tracking of merchandise.

The detailed requirements for each of these is contained in Chapter 9.22; and are conditions in the conditional use permit. Other procedures needed to implement some of these requirements will be established by the Applicant and the City Administrator, or the City Administrator's designee after conditional use permit review approval. Examples of measures include: Police Department security coordination, inventory tracking and reporting to the City, and establishing a dispensary community contact person and citizen contact procedure. Each of these procedures will be precisely defined by the Applicant and the City prior to final issuance of the cannabis business permit.

Community Benefit Agreement:

Section 9.22.110 (Community Benefit) of the cannabis ordinance establishes: *each commercial cannabis application must include a community benefit component*. This code section recognizes a wide range of beneficial opportunities are available; from in-kind donations; to sponsorship of community events; or financial support for a variety of special community events ranging from fairs and afterschool programs to community centers park and recreation programs. Prior to approval of a commercial cannabis business permit, the owner/operator of the Root One dispensary will enter into a community benefit agreement with the City.

Conclusion: Chapter 9.22 of the Guadalupe Municipal Code provides the regulatory methods to ensure that commercial cannabis dispensaries in the City are both a good fit for the immediate neighborhood and add benefit for the larger community as well. Furthermore, the ordinance ensures the City's commercial cannabis application process is fully aligned with state law. The operations associated with the Root One dispensary will comply fully with the specifications of Municipal Code Chapter 9.22, the Cannabis Business Permit Ordinance.

Conformance to the Zoning Ordinance:

As noted, the dispensary will occupy the tenant space in an existing building. Therefore, except for the review conditional use itself, there are relatively few improvements that require zoning code consideration.

Parking: Municipal Code Section 18.60.050(D)(6) requires one (1) off-street parking space for each 260 square feet of retail floor area. Based on the 2,200 square-foot retail floor area, a total of eight (8) parking spaces is required to meet the off-street parking needs of the dispensary. A shared parking lot is already in place that serves the dispensary suite as well as the neighboring businesses. The Planning Department has concluded that shared parking lot will provide the parking spaces needed to satisfy the Municipal Code requirement. The project will make parking resurfacing and restriping improvements to the twelve parking spaces in closest proximity to the dispensary.

It also is noted that at this downtown location supplemental use of marked on-street parking spaces by dispensary customers is supported. The use of on-street parking by some portion of the dispensary customers is expected to introduce new consumers to the many other shops, restaurants and attractions available in Downtown Guadalupe.

Landscape: Municipal Code Chapter 18.64.030 typically requires a landscape plan when a new use is established in a building. However, in this fully urbanized downtown location opportunities for new landscaping are limited. In this case, sidewalk landscape planters would provide a satisfactory landscape enhancement. A condition has been added to the conditional use permit to require decorative landscape planter boxes in locations at the front of the dispensary where pedestrian access clearances can be maintained.

Design Review: Municipal Code Chapter 18.73.10 (Design Review) requires design review for most projects in Downtown Guadalupe. In this case, Design Review is intended to ensure the project is visually compatible and harmonious with the neighboring downtown properties. As of the recent adoption of The General Plan Consistency Ordinance (Ordinance No. 2023-509), the Planning Department no longer requires a separate Design Review Permit when a conditional use permit is processed. Section 18.73.050(A) of the ordinance recognizes: *A separate Design Review Permit is not required for those projects that require approval(s) under the jurisdiction of the City Council (for example Conditional Use Permits)... However, the Design Review findings (18.73.100) shall be incorporated into the CUP Resolution.* Design Review findings are included in the Findings contained in Exhibit 2 of this conditional use permit.

In this case it is noted that the project is recognizing the vintage Mission style of the building and the historic downtown location. The project intends to retain the visual appeal of the building. As examples, no change is proposed to the front of the building. New metal security doors will be styled to match the style of the building. No security bars are proposed. Instead, the storefront windows will be reinforced with a shatterproof applique to maintain their current appearance. The project will install vintage outdoor light fixtures to represent the downtown are. these features are noted in the Design Review Findings contained in Exhibit 2.

Zoning Clearance: As an advisory to the applicant, Municipal Code Section 18.12.010 states: *a Zoning Clearance shall be required prior to the issuing of building permits.* The Planning Department has established a specific process for the zoning clearance review. The zoning clearance provides assurance that all of the requirements of the conditional use permit have been fulfilled prior to building permit issuance. The zoning clearance application and review process is relatively brief and is itemized in Condition 29 of the conditional use permit.

Municipal Code Conformance Conclusion: The Root One retail cannabis dispensary will comply fully with all applicable provisions of the City of Guadalupe Municipal Code, particularly as specified by Municipal Code Chapters 9.22 (Cannabis Business Permit Ordinance) and Title 18 (Zoning Ordinance).

GENERAL PLAN CONFORMANCE:

General Plan Economic Development Policy ED-1.1 states: *The City's primary Economic Development Strategy is to create a vibrant mixed-use downtown and promote a young, educated workforce to live in Downtown Guadalupe as a precondition to attracting base industry.*

As conditioned, the Root One, dispensary is anticipated to be a good downtown neighbor and will broaden the variety of goods and services made available in the City's downtown. Thus, the project has

the potential to attract new retail consumers, both young and old, to Downtown Guadalupe. Some or many can be expected to linger, to dine, shop or visit other attractions in Downtown Guadalupe.

Economic Development Policy ED-1.5 states: *The City will encourage new types of industrial and commercial uses in order to diversify the City's economic base.*

As noted, the SLOCAL Root One dispensary would contribute toward a more diverse variety of goods and services offered in the City. Thus, potentially attracting new consumers from Santa Maria and other outside areas. As a result, the project could begin to reverse some of the retail revenue "leakage" occurring to retail markets outside of the City.

CONCLUSION:

In summary, the dispensary will meet the standards of Municipal Code Chapter 9.22 (Cannabis Business Permit Ordinance) and Title 18 (Zoning). Consistent with the General Plan economic objectives, the dispensary is anticipated to draw new retail customers to Downtown Guadalupe. Furthermore, the dispensary will enter into a Community Benefit Agreement to benefit the larger community. As conditioned, the Root One dispensary should be a "good fit" for the immediate neighborhood and an asset to the City as a whole.

FISCAL IMPACTS:

Fiscal impacts are anticipated to be negligible. As noted, the project will re-use a vacant tenant space in an already developed infill site where City infrastructure and services are already in place. The project has been thoroughly reviewed and endorsed by the City's Public Safety Director and no substantial public safety servicing impacts are anticipated.

CEQA REVIEW:

Physical construction is limited predominantly to an interior tenant improvement on an 0.16-acre infill property. It can be seen with certainty that there is no possibility that the use and the improvements in question would have a significant effect on the environment. Therefore, the project is not subject to CEQA. A Class 1 Notice of Exemption has been prepared for the project in accordance with Section 15391 (Existing Facilities) of CEQA Guidelines.

PUBLIC NOTICE:

Staff published the required Public Hearing Notice in a newspaper of general circulation on Friday, September 1, 2023. Copies of the Public Hearing Notice were also mailed to property owners and occupants within a 300-foot radius of the subject property.

ATTACHMENTS:

1. Resolution No. 2023-74, including CEQA Notice of Exemption (Exhibit 1), Approval Findings (Exhibit 2), and Conditions of Approval (Exhibit 3).
2. Aerial Site - Vicinity Map
3. Project Plans
4. Project Description

RESOLUTION NO. 2023-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION (FROM CEQA), AND CONDITIONAL USE PERMIT (2023-031-CUP) FOR SLOCAL ROOT ONE, A RETAIL CANNABIS DISPENSARY ON PROPERTY LOCATED AT 928 GUADALUPE STREET

WHEREAS, Mr. Austen Connella and Mr. Adam Laurent representing SLOCAL Management, LLC (the “Applicant”) have applied to the City of Guadalupe for a conditional use permit to establish Root One, a retail cannabis dispensary (“the Project”) in an existing building on a 0.16-acre property at 928 Guadalupe Street (APNs 115-072-013 and 115-072-014); and

WHEREAS, the property is located in the Downtown Mixed-Use zoning district and Municipal Code Section 18.35.030(5) specifies a retail cannabis dispensary requires conditional use permit approval in the Downtown Mixed-Use zoning district; and

WHEREAS, in accordance with Municipal Code section 18.72.010, the uses proposed in association with conditional use permit 2023-031-CUP have been considered by the City and the Project is conditioned to ensure a compatible and secure environment is maintained for the residents and businesses in the immediate project vicinity; and

WHEREAS, in accordance with the design review provisions of Municipal Code section 18.73.0100, the visual components of the facility have been considered by the City and are found to be harmonious with the Downtown Guadalupe neighborhood; and

WHEREAS, Chapter 9.22 of the City of Guadalupe Municipal Code establishes the regulations, procedures, and standards for permitting commercial cannabis facilities in the City and the application for the Root One dispensary has been evaluated and processed to comply with said Municipal Code Chapter 9.22; and

WHEREAS, the City Council held a duly-noticed public hearing on September 12, 2023, at which time all interested persons were given the opportunity to be heard, and notice of said hearing was published in the Santa Maria Times at least 10 days prior to the public hearing and posted in in three public places in the City (including at the project area and the owners of all properties within 300 feet of said property also receiving mailed notice of the public hearing; and

WHEREAS, after hearing evidence from City staff and taking public testimony, the City Council finds, pursuant to the Findings attached to this Resolution as Exhibit 2, including findings made pursuant to the California Environmental Quality Act, and subject to the project’s Conditions of Approval attached to this Resolution as Exhibit 3, that the approval of the Conditional Use Permit is consistent with the City’s General Plan, applicable Articles of the City’s Municipal Code; and

WHEREAS, the City Council has considered the entire administrative record, including application materials, staff report, the California Environmental Quality Act determination, and oral and written testimony from interested persons; and

WHEREAS, the City Council finds that after completely reviewing this conditional use permit, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore, the activity is not subject to CEQA per CEQA Guidelines Section 15301, Existing Facilities, Exhibit 1; and

WHEREAS, the City Council finds that approval of the conditional use permit would be consistent with the City's General Plan, the provisions of Title 18 (Zoning Code), and Chapter 9.22 (Cannabis Business Permit Ordinance) of the City of Guadalupe Municipal Code, and the Council therefore has the ability to make the required findings, including findings pursuant to the California Environmental Quality Act.

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 2 to this Resolution are true and correct in regard to Conditional Use Permit 2023-031-CUP which is hereby adopted and incorporated herein by this reference.

SECTION 2. After reviewing the project description and this conditional use permit it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA per CEQA Guidelines Section 15301, Existing Facilities.

SECTION 3. The Conditional Use Permit 2022-031-CUP is approved, subject to the Conditions of Approval set forth in Exhibit 3 of this Resolution.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

SECTION 5. The Planning Director shall file Exhibit 1, Notice of Exemption, with the Santa Barbara County Clerk.

SECTION 6. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-74**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

Exhibits:

Exhibit 1 - CEQA Categorical Exemption

Exhibit 2 - Findings

Exhibit 3 - Conditions of Approval

Notice of Exemption

Exhibit 1

To: County Clerk
County of Santa Barbara
123 E. Anapamu Street
Santa Barbara, CA 93101

From: City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Project Title: SLOCAL Root One Dispensary

Project Applicant: Austen Connella and Adam Laurent

Project Location-Specific: 928 Guadalupe Street

Project Location-City: Guadalupe

Project Location-County: Santa Barbara County

Description of Nature, Purpose, and Beneficiaries of Project:

The Project is a conditional use permit to allow a retail cannabis dispensary in a vacant 2,044 square-foot tenant space. The building is located on a 0.16-acre site in the Downtown MIX zoning district at 928 Guadalupe Street in the City of Guadalupe. The project includes addition of a 160 square-foot premanufactured structure to be used as a storage vault and minor site, fencing and building exterior improvements. Consistent with the Economic Development objectives of the City's General Plan, the project is anticipated to provide several economic benefits including new retail and service jobs and new retail sales revenues in support of City fiscal and economic objectives. Thus, enhanced municipal service provision and infrastructure improvements are anticipated for the benefit of the residents of the City.

Name of Public Agency Approving Project: Guadalupe City Council

Name of Person or Agency Carrying Out Project: Bill Scott, Contract City Planner

Exempt Status: (check one)

- Ministerial (Sec. 15268);
- Declared Emergency (Sec. 15269(a));
- Emergency Project (Sec. 15269(b)(c));
- XX** Categorical Exemption. State type and section number: Class 1 (15301) for Existing Facilities
- General Exemption (Section 15061(b)(3))

Reasons why project is exempt:

The project consists of the reuse of an existing facility involving no substantial expansion of the former commercial use. It has been conclusively found that the project would not result in any intensification of use. For these reasons the project is categorically exempt. It can be seen with certainty that there is no possibility that the use and the improvements in question would have a significant effect on the environment. Therefore, the project is not subject to CEQA.

Contact Person: Bill Scott (Area Code) Phone Number/Ext: (805) 478-4778

Signature: _____ Title: Contract City Planner

Date received for filing at County Clerk's Office: _____

(Form prepared March 2018)

EXHIBIT 2, FINDINGS FOR APPROVAL

ROOT ONE RETAIL CANNABIS DISPENSARY
2022-031-CUP

1.0 CEQA Findings

1.1 CONSIDERATION OF THE CATEGORICAL EXEMPTION AND FULL DISCLOSURE

The City Council has considered the (Class 1) Categorical Exemption together with the comments received and considered during the public review process for the project. The Categorical Exemption has been completed in compliance with CEQA and is adequate for this proposal.

1.2 FINDING OF NO SIGNIFICANT EFFECT

The project consists of a tenant improvement and minor building exterior and site improvements to accommodate a change from a permitted use to a conditional use in an existing commercial building on a 0.16-acre site in the downtown portion of the City of Guadalupe. A 160 square-foot addition to the existing structure would accommodate a secured storage area. On the basis of the whole record, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore the activity is not subject to CEQA.

2.0 Administrative Findings

2.1 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 overall design of the new structure(s) and the architectural style.*

The building is existing. The project consists of a change in the use on an existing structure. No change in the existing architectural style will occur.

- B. *Physical and design relationship with existing and proposed structures on the same site and in the immediately affected surrounding area.*

No new structures are proposed. A small 160 square-foot addition will occur at the rear of the building. The exterior of the addition will be stuccoed and painted to match

the existing building. Minor site improvements include new security fencing, resurfacing and striping improvements to the existing parking lot and new security lighting. The project will employ measures to maintain the existing appearance at the front of the building and features (e.g., landscape planter box improvements) will enhance the appearance of the building.

C. Site layout, orientation and location of buildings and structures and relationship with open areas and topography.

No new development is proposed. The project consists of a change of use and tenant improvement in an existing building in Downtown Guadalupe. No substantial new construction would occur.

D. Colors, types and variation of building materials.

As noted above, the building already exists. A minor (160 square-foot) premanufacturing addition to the rear will be designed and painted to match the existing building. No substantial change to the style, materials or color of the building is proposed at this time.

E. Height, bulk scale and area coverage of buildings and structures and other site improvements.

As it currently exists, the building type and scale is consistent with neighboring structures and the architectural design and appearance of the building uniquely attractive. The height, bulk, scale and area coverage of the building will be retained by the project.

F. Potential interference with scenic views.

The project site is a fully urbanized infill site in inner City of Guadalupe and would have no impact on natural scenic views.

G. Height, materials, colors and variations in boundary walls, fences or screen planting.

New security fencing at the rear of the project site will meet the height and design specifications of Municipal Code Chapter 18.52. Minor enhancements, including landscape planter boxes will further improve the appearance of the site.

H. Location and type of existing and proposed landscaping.

The project site is a fully urbanized downtown location where opportunities for new landscaped areas are very limited. Landscape planter boxes will be installed at the project frontage.

- I. *Reduction or elimination of required off-street parking in the downtown MIX zoning district.*

In this case a common parking lot is existing and available to meet the off-street parking needs of the project. Thus, findings for a formal parking reduction are not needed or requested at this time. It is noted that the project is anticipated to bring new consumers into the City. On-street parking is encouraged to supplement the off-street parking as method to encourage visiting dispensary customers to interact with other businesses in the area.

2.2 DESIGN REVIEW FINDINGS

Pursuant to City of Guadalupe Municipal Code, Section 18.73.100, Design Review findings shall be incorporated into the Conditional Use Permit and the design review component shall be approved only if all of the following findings can be made:

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

The project will occupy a currently vacant tenant space in an existing building in the City's downtown. No substantial changes are proposed to the building. Minor exterior improvements such as new fencing, parking lot resurfacing, signage, lighting and decorative landscape planter boxes will be designed to be compatible with immediate surroundings. As such, the proposed project would be harmonious with the existing visual character in the City's downtown.

- 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.*

No new development will occur. With the exception of a 160 square foot storage addition at the rear of the building, no construction is proposed by the project. The building will continue to be a compatible fit with the immediate neighborhood.

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

The building is existing. The project is in recognition of the visual quality of the Mission style architecture as it currently exists and the project will strive to retain the existing visual character.

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

All mechanical and electrical equipment has been properly screened from view.

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

The project consist of an interior tenant improvement on an already developed site where facilities, services and infrastructure are already in place. Electrical and utility improvements are underground and thus will not be visible from the adjacent public roadways or nearby land uses.

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

At this fully developed urbanized infill location no grading will be the result from the project.

- 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.*

Based on the existing site conditions and the scope of the project, new landscaping will be limited to decorative planter boxes at the front of the dispensary. An existing street at the front of the building will be retained and protected. The project is conditioned to ensure the long-term maintenance of the landscaped areas.

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

This project site is in an urbanized area and does not contain any significant public scenic views.

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

The project will install new security lighting. All exterior security lighting will be appropriately designed, located and shielded to ensure no adverse impact will occur to neighboring properties.

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

No additional design standards were required by the City Council. However, the project proponent has expressed recognition for the current visual character of the building and the project includes measures to retain and enhance the existing visual character. Outdoor lighting fixtures will not exceed 16-feet in height and will be designed to replicate the historic character of Downtown Guadalupe.

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

The building is existing, and no substantial physical changes are proposed to the existing building architecture.

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

No new roadways are proposed or required. The project site is an infill site where roadways are already in place. Existing parking facilities will provide adequate parking for the new dispensary use.

- M. *The proposed development as shown on the project plans is in conformance with all applicable policies of the General Plan and the requirements of this title.*

The staff report provides evidence that the project is consistent with state law as well as applicable goals and policies of the General Plan and is consistent with the zoning ordinance.

EXHIBIT 3
CONDITIONS OF APPROVAL
ROOT ONE DISPENSARY, SLOCAL MANAGEMENT, LLC
2023-031-CUP

GENERAL CONDITIONS

1. Project Description: The permittee shall comply with the project description, and the approved Plan Set entitled: *928 Guadalupe Street, Guadalupe California*, dated August 15, 2023. Any changes to the project description or conditions may require a permit amendment as determined by the Planning Director. Contact the Planning Department prior to changing anything onsite or any change in use. The property shall be maintained, operated, sold, leased, or financed in compliance with this project description, the approved plan set and conditions of approval. This Project Description establishes the general use parameters for a retail cannabis dispensary and delivery business on a 0.16-acre property in the Downtown Mix-Use zoning district at 928 Guadalupe Street (APN 115-072-013 and 115-072-014), as follows:

Retail Dispensary: This conditional use permit approves a retail cannabis dispensary and delivery facility in approximately 2,200 square-feet of ground floor space at 928 Guadalupe Street. The facility will offer a product mix that represents the types of cannabis products that are commonly purchased at retail dispensaries; including: flower, concentrates, edibles, topicals and lotions, tinctures, pre-rolls, and accessories. Merchandise will be limited solely to bona fide cannabis and cannabis related products. A more detailed list of items allowable for merchandising are listed in Condition #6 below.

Building Exterior Improvements: A 160 square-foot steel shipping container will be added to the rear of the building to serve as a steel vault. The exterior of the vault will be framed and covered with stucco and painted to match the existing building's color and texture. The project will make "hardening" improvements to solidify the integrity of the windows, doors, skylights and walls from a security perspective. The windows will be preserved with no steel bars added. Shatter proof applique will be provided to windows to reinforce security integrity. Outdoor motion sensor security lighting will be located and shielded to minimize impacts on neighboring properties. New signage will comply with the specifications of Municipal Code Chapter 18.51 (Sign Ordinance).

Site Improvements: A portion of the shared parking lot adjacent to the building will be resurfaced and restriped to City standards. The rear yard will be reconfigured to provide a secure delivery vehicle parking area. A new fence and security gate will be added. Minor landscape improvements will be made including decorative landscape planter boxes at the front of the building.

State Licensing: The dispensary will operate under a Type 10 (Storefront Retailer), license; or equivalent license as deemed appropriate by the State of California for retail dispensary sales and delivery, serving both medical patients and adult-use customers. The entire indoor area and the fenced loading / unloading area shall be identified as the areas under the auspices of the City Permit and State License.

Retail Facility Access: No customer activity will occur at the rear (east) side of the dispensary property. The front entrance of the retail facility is on the west (Guadalupe Street) side of the building will provide the only customer access. The entrance will have a lobby which will be staffed by a receptionist and security guard during all hours of operation. The interior check-in lobby will be separated from the sales floor with secured doors. Receptionists will confirm age and identity verification, as well as new patient and customer intake. Every customer must present a valid ID Card and sign-in prior to entry. Any persons without a valid ID Card will be immediately dismissed from the premises. The conceptual lobby area is as shown on the approved Floor Plan. The final Floor Plan details are subject to modifications and refinements by the City prior to final approval of a cannabis business permit.

Parking: The common parking lot will be available to meet the off-street Municipal Code parking requirement for the dispensary. Twelve (12) parking spaces will be resurfaced and restriped in immediate proximity to the dispensary.

It is also recognized that in this downtown location, use of designated on-street parking spaces by dispensary customers is a convenient supplement to provide additional customer parking with negligible neighborhood impacts. On-street parking by dispensary customers is anticipated to encourage more customer interaction with other businesses in the downtown area.

Delivery and Storage Area: The uses and activities behind the building will be limited to product delivery, storage of dispensary vehicles, and an employee break area. The facility will have one to two delivery vehicles (e.g., delivery vans) in the secured delivery area. Activities involving vehicle repair or amplified sound are not permitted.

Product Delivery Route: All products will be delivered to the receiving area at the rear (east side) of the building. The product delivery and vehicle storage area would be secured within a wood fence with a sliding gate. The gate shall be remotely opened from the management/security office and locked mechanically and magnetically. The loading area/dock entry point into the building shall be secured with security doors with locks to City approved specifications.

The entryway leading to the vault from the limited access inventory/compliance office shall be secured at all times and monitored. The entryway leading into the retail area, into the back office; and from the back office into the inventory compliance office, shall be secured and monitored at all times. The project applicant will provide a

detailed security floor plan to depict the secured accessway(s) to the satisfaction of the City. All electronic access shall be logged continuously and an audit report detailing entry/exit shall be retained and archived.

Camera Plan: A Camera Plan will be established to the satisfaction of the City. The primary components of the camera plan are identified in Condition #15 below.

Security Personnel: The owner/operator is responsible for managing its clientele to ensure customers conduct themselves in an orderly manner, arriving, during, and leaving the facility. The Project will comply with the security requirements of Municipal Code Section 9.22.360 (Security Measures). Security personnel will be on duty to ensure orderly facility operations at all times. Security personnel qualification, staffing and deployment details are further described in Conditions #14 below.

Community Contact: The Root One dispensary will provide a community relations contact to receive all notice of problems. The contact's name and contact phone number will be made available to residents and business owners. Additionally, contact names shall be provided to all businesses immediately adjacent to the project site.

The general use parameters described above in this Project Description are endorsed by the Applicant and stipulate the general operational parameters for the Root One retail cannabis dispensary (2023-031-CUP) at 928 Guadalupe Street.

2. Cannabis Business Permit Ordinance: The uses, operations and activities approved by this conditional use/DR permit shall take place in full accordance with the applicable provisions of the City of Guadalupe Municipal Code Chapter 9.22 Cannabis Business Permit Ordinance. The owner/operator shall implement the provisions of Municipal Code Chapter 9.22 as determined to be applicable by the City Administrator or the City Administrator's designee and as specified in this conditional use permit. The timing for completion of each of the measures contained in Municipal Code Chapter 9.22 shall be as specified by said ordinance and/or this conditional use permit to the satisfaction of the City Administrator or the City Administrator's designee(s).
3. Indemnity: The Applicant agrees, as a condition of approval of this resolution to indemnify, defend and hold harmless, at Applicant's expense, City and 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 attached hereto. City shall promptly notify the 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 because 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. Legal Challenges: If any condition imposing a fee, exaction, or dedication is challenged by the project sponsors in an action filed in a court of law or threaten to be filed therein which action is brought within the time provided for by law, this this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final 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.

PLANNING DEPARTMENT CONDITIONS

SPECIAL PLANNING CONDITIONS

5. Retail Dispensary: Operations at the facility shall be limited to retail sales and delivery of merchandise in accordance with a Type-10 Retail Cannabis Dispensary (with delivery) serving both medical patients and adult-use customers, or equivalent licensing as specified by the State of California.
6. Types of Merchandise: Retail sale of cannabis goods that have passed State of California testing and quality assurance review, such as:
 - Packaged flower.
 - Pre-rolls
 - Topicals
 - Edibles
 - Concentrates
 - Beverages
 - a) Cannabis accessories, such as:
 - Pipes
 - Rolling paper
 - Vape products.
 - b) Branded merchandise produced by other state licensed business

The operator is provided the flexibility to make minor additions or modifications to its sales inventory at any time as long as the overall operational parameters and state licensing requirements for a retail dispensary are maintained as specified by this conditional use permit.

7. Inventory Track and Trace System:
 - a) The Applicant shall utilize the TREEZ point of sale system or equivalent to the satisfaction of the City.
 - b) Inventory shall be reconciled at least once every 14 days.
 - c) The Applicant shall notify the City of any significant discrepancies between actual inventory and POS system records within 24-hours of discovery.

The final specifications for the inventory tracking and reporting system are subject endorsement by the City Administrator or the City Administrator's designee(s), prior to commencement of operations.

8. Customer age verification: Cannabis can only be purchased by:
 - a) Adult-use customers, age 21 and older
 - b) Medicinal patients age; 18 or older with a physician's written recommendation.
 - c) The retailers shall verify the age of their customers by checking their ID. Acceptable forms of ID include:
 - Government-issued photo ID card, such as a driver's license;
 - Military photo ID card;
 - Passport.

9. State Licensing Compliance: The CUP shall become null and void if at any time the owner/operator fails to comply with state or City requirements for operating under a State Cannabis Control License. Upon notice of non-compliance, the City will give the operator thirty (30) days to resolve conflicts with the state such that the permit is reinstated or reissued. A hearing for revocation will be scheduled if the state permit is not reinstated or reissued. The operator shall be responsible for all fees associated with the revocation hearing.

10. State and Local Permits: In accordance with Municipal Code Section 9.22.027, no person shall engage in any form of cannabis related use or activity until the business owner/operator possess the following:
 - a) A valid commercial cannabis business permit from the City.
 - b) Valid State of California Seller's permit(s).
 - c) The owner/operator is current in compliance with all applicable State and local laws and regulations pertaining to the cannabis business and the cannabis activities, including the duty to obtain any required State licenses.
 - d) The State of California Permit and the City Of Guadalupe Cannabis Business Permit shall be clearly displayed within the facility.

11. Community Benefit Agreement: In accordance with Municipal Code Section 9.22.110 the owner/operator shall enter into a Community Benefit Agreement with the City prior to issuance of a cannabis business permit.

12. Hours of operation: Hours of operation and sale of cannabis goods shall be limited to occur between 9:00 a.m. and 8:00 p.m. Or as otherwise allowed by Guadalupe Municipal Code Chapter 9.22 upon approval by the City.

13. Additional Submittal Requirements: The following items are identified in the transmittal from HdL Consultants, dated June 29, 2023 and shall be submitted to the satisfaction of the City Administrator or the City Administrator's designee:

A. Premise Description:

Prior to issuance of a cannabis business permit, the Applicant shall submit a legible Premise Diagram, within the Security Plan, that identifies all attributes required in CCR 15016 CCR 16039 including, but not limited to the following:

- a) All boundaries, entrances and exits, interior partitions, walls, rooms, windows, and a brief description of the principal activity to be conducted therein.
- b) Dimensions of the premises and structures, including interior and exterior dimensions.
- c) All limited access areas.
- d) Areas utilized for storage, batch sampling, loading or unloading of shipments, packaging and labeling, customer sales, loading for deliveries, extraction, infusion, cultivation, and processing as applicable.
- e) All interior and exterior surveillance camera locations with each camera assigned a unique camera number for identification purposes.
- f) All designated entrances, and walls under the exclusive control of the commercial cannabis business for the premise, as well as the designated entrances and walls for each additional premises.
- g) The location of cannabis waste storage.
- h) The location of surveillance system device.
- i) Limits of the Permitted area

B. Access Control System:

- a) The Security Plan shall describe the requirement for visitors who enter limited access areas, to include being required to sign a visitor log, wear a visitor badge, and be escorted by a manager.
- b) The Security Plan shall describe public restrooms remaining locked and under the control of management.

C. Prevention of Product Diversion and Loss:

- a) The security Plan shall include a description for employee identification badges and electronic keys deactivation upon an employee's termination or resignation from the business.

D. Operational Security:

- a) The Security Plan shall describe security personnel being on-site 24 hours a day or alternative as authorized by the City Administrator or the City Administrator's designee(s). and must have a verified response security patrol when closed.

E. Employee Training:

- a) The Security Plan shall include a description of how employee training records would be maintained for a minimum of seven (7) years.

14. Security Personnel: During all hours of operation, security measures shall be implemented by the owner/operator to the specifications of Municipal Code Section 9.22.360 (Security Measures) and the specifications contained herein this conditional use permit, including but not limited to the following:

- a) Uniformed security guards shall patrol the business, including the parking area, during all hours of operation.
- b) At a minimum at least one security personnel member shall be deployed on the premises. Additional (more than one) security personnel may be required as determined to be necessary by the Police Chief or the Police Chief's designee(s).
- c) Security personnel shall prevent individuals from remaining on the premises including the parking area if they are not engaged an activity directly related to the permitted operations of the cannabis business. In any case where the individual will not voluntarily leave the premises, the security personnel shall immediately contact the Guadalupe Police Department.
- d) All security guards shall be at least 21 years of age, have undergone a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), and complete the established Power to Arrest Training.
- e) All security personnel and guards shall be licensed by the State Bureau of Security and Investigative Services with a valid Department of Consumer Affairs Security Guard License.
- f) A designated manager shall be on duty during business hours and will be responsible for monitoring all customer and employee activities.

- g) An off-site surveillance provider shall monitor the facility during non-operational hours. The specifications for any off-site monitoring system are subject to approval by the City.
 - h) The applicant shall identify a designated security representative/liaison to the City. The security representative shall be reasonably available to meet with the City Administrator or the City Administrator's designee.
 - i) To the maximum extent practicable, security personnel will be hired from a local licensed security firm chosen in consultation with the City Guadalupe Police Chief.
 - j) Guards shall not be armed unless otherwise requested by the Chief of Police.
15. Camera - Video Monitoring and Archiving: Prior to operating, a camera plan shall be implemented to the satisfaction of the City Administrator; and/or the City Administrator's designee. The camera plan shall include both indoor and outdoor camera surveillance, including but not limited to the following:
- a) The video surveillance system shall record images continuously 24 hours per day, at a minimum of fifteen (15) frames per second.
 - b) Cameras shall record point of sale areas and be placed to record the facial features of any person purchasing or selling cannabis products, or any person within the retail area, with sufficient clarity to determine identity.
 - c) Camera recordings shall be maintained for a minimum of ninety (90) days.
 - d) The surveillance system would be equipped with a seventy-two-hour battery back-up in case of power failure. This system shall also power electronic door locks / badge readers, alarm system and security lights.
 - e) The video system will be equipped with a failure notification system.
 - f) Prior to commencement of operations the applicant shall provide TCP log-in credentials and associated software to the City of Guadalupe Police Department.
 - g) The IP address shall be made available to the Director of Public Safety's designee upon request.
 - h) Surveillance recordings shall be kept in a manner that allows local and state authorities including the City Administrator, the City Administers designee(s), and Chief of Police to view and obtain copies of the recordings at the licensed premises immediately upon request. These recordings shall be capable of being formatted and stored on USB flash drive.

- i) Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology Standards.
- j) The video surveillance system shall be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the video surveillance system or video surveillance-system storage device.
- k) A camera plan shall be included as part of the approved Building Permit Package. Cameras shall be placed to record the following areas:
 - i. All entryways and exits reading to/from the limited access areas;
 - ii. The entryways and exits into the entrance vestibule, both interior and exterior vantage points;
 - iii. The delivery entry point interior and exterior vantage points;
 - iv. Storage vault;
 - v. Security system/NVR cabinet;
 - vi. Recording the facility's windows from an interior vantage point;
 - vii. Gate to delivery parking area interior and exterior.

16. Alarm System: The facility will be equipped with a burglar alarm installed in accordance with ANS/UL Standard 68-2014 and monitored by a UL-listed central station.

- a) Passive infrared motion detectors shall be installed to the interior areas.
- b) Glass-break detectors shall be installed in the interior areas.
- c) The alarm system would emit audible "mosquito" high pitch frequency.
- d) A panic button shall be installed at the employee stations, reception area, vault, vehicle loading area, limited access areas, and with the on-duty manager.
- e) The panic button shall be monitored 24 hours per day, seven days per week.
- f) The alarm system shall be equipped with a battery back-up with at least 24 hours of continued operation time in case of power failure.

17. Perimeter Security: Prior to facility operations the project shall implement the following:

- a) The facility will be armed with a reliable commercial alarm system to be installed and monitored by a licensed alarm/security company Root One will use Selective Security system, Incorporated (Alarm Company Operator #6163) or an equivalent

service provider to the satisfaction of the City Administrator, or the City Administrator's designee.

- b) Passive infrared motion detectors will be installed in interior areas and incorporated into the commercial alarm system.
- c) Glass-break detectors will be installed for exterior windows.
- d) All exterior windows/skylights shall - at a minimum – be reinforced using 3M ultra series window film (ballistic film) or an equivalent product, so as to distract, frustrate, and/or impede any attempts at forcible entry.
- e) The alarm system will include all gates, doors, and windows to be protected and alarmed with contracts that are tied into the alarm system. All access control and door locks will be used in conjunction with the video surveillance system to track all movement throughout the premises.
- f) The alarm system will emit audible sound [“mosquitos” (high-pitched frequency devices)] as a deterrent to vandalism or loitering. The system will include an automatic resetting device causing the system to be re-armed upon automatic shutoff.
- g) Panic buttons will be installed at workers' stations in the interior of the premises and one additional panic button will be retained by the leading manager on duty. The panic buttons will be placed in locations in the reception area, retail area, vault, vehicle holding area, and all other limited access areas.
- h) All cannabis and cannabis products shall be stored in the vault when not being received, loaded, transformed, unloaded, or sold, or any other reasonable activity within the scope of the retail process.
- i) All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion theft and loss.
- j) Perimeter fencing and exterior lighting systems (including motion sensors) for afterhours security as approved by the Chief of Police.
- k) Burglar, fire and panic alarms shall be operational and monitored by a licensed security company 24 hours a day, seven days a week.
- l) First aid supplies and operational fire extinguishers shall be located in the retail area and the manager's office.

m) One manager shall be on duty at all times.

18. Outdoor Lighting: The facility will be protected by exterior lighting between the hours of dusk and dawn, 365 days a year.

a) The front and rear of the facility will be equipped with security lighting as approved by the city. The entrance and rear of building lighting will be continuously illuminated. Each light will provide at a minimum 1-foot candle intensity.

b) The facility will be illuminated between the hours of dusk to dawn 365 days per year.

c) All outdoor lighting used for security purposes will be shielded and downward facing and placed to minimize glare on neighboring properties.

d) Outdoor lighting fixtures shall not exceed sixteen (16) feet in height.

e) The placement and specifications for the outdoor lighting shall be shown on the plans submitted for zoning clearance. The outdoor lighting plan will be established to the satisfaction of the Planning Director or the Planning Director's designee prior to issuance of a building permit.

19. Police Department Access: Prior to issuance of a cannabis business permit, the following shall be implemented to the satisfaction of the Police Chief or the Police Chief's designee:

a) The Guadalupe Police Department and Guadalupe Fire Department shall be provided with means to quickly gain access to the facility in the event of an emergency.

b) Root One shall provide the Guadalupe Police Department with a binder which shall include this security plan, TCP-login credentials, facility contact rosters, operating hours, and a graphic showing in an example of the employee badges and detailing their level of access to the facility.

c) The Guadalupe Police Department shall have live access to all camera systems by a secured log-in. Furthermore, Root One shall make every reasonable effort to turn over footage to the Police Department for review, in the event that an incident occurs which the retail operation was not involved with but was able to observe through their security system.

d) Root One shall notify the City Administrator, or the City Administrator's designee(s) within twenty-four (24) hours after discovering any of the following.

- e) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations established by the City Administrator or the City Administrator's designee(s).
 - f) Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business;
 - g) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business; or any other breach of security.
20. Odor (Contingency Measures): Based on the relatively small quantities of product and sealed storage locations no significant odor impacts are anticipated.
- a) As a contingency, if odor complaints are identified by neighboring businesses or residents, a supplemental method to mitigate odor problems may be required.
 - b) If odor complaints were to arise, the operator shall work with the City to establish additional methods of abating odor impacts. The review will be based on the extent and nature of any complaints; and implemented to the satisfaction of the City.
 - c) The project will provide a community contact which will be available to receive notice of *any* issue and the contract will work diligently to resolve *any* issue immediately upon notice.
 - d) If the above-cited measures do not adequately address odor complaints as determined by the City Administrator or the City Administrator's designee, the project will be required to comply with the odor control provisions set forth in Guadalupe Municipal Code section 9.22.380.I.
21. Limits of Permitted Space: Access to restricted rooms will be controlled by utilizing an RFID card system or an equivalent to the satisfaction of the City. Employees shall be designated a Level of Access based on their job scope, title, and responsibilities.
22. Parking: A total of eight (8) off-street parking spaces is required and twelve (12) off-street parking spaces are available adjacent to the facility in the shared parking lot.
- a) Prior to commencement of operations the project will provide parking resurfacing and restriping improvements to the satisfaction of the City.
23. Loitering Prohibited: Loitering on the premises is prohibited. As stated by condition 14 above, Security personnel shall prevent individuals from remaining on the premises including the parking area if they are not engaged an activity directly related to the permitted operations of the cannabis business.
24. Vehicle Repair Prohibited: Service and repair of vehicles is prohibited on the premises.

25. Amplified Sound: Amplified sound on the premises is prohibited unless expressly permitted by the City.

26. Waste Disposal: Waste disposal of cannabis product and paraphernalia will be in conformance with the requirements of (Name disposal service) and must also conform to the City's Odor Ordinance, Municipal Code Section 09.22.38(I).

27. Fencing and Gates: New fencing and security gates will be established by the owner/operator. Fencing and gates shall meet the specifications of Municipal Code Sections 18.52.120 – 18.52.124. A Building Permit is required for any fencing exceeding six feet in height.

- a) New fencing shall be shown on the plan set submitted for a zoning clearance.
- b) All fencing, new and existing, shall be maintained in accordance with Municipal Code Section 18.52.125.

28. Signs: All proposed signs shall comply with the sign ordinance (Municipal Code Chapter Section 18.51. A zoning clearance shall be processed prior to installation of any signage. for all requested signs.

29. Zoning Clearance: As specified by Municipal Code Chapter 9.22.310 and prior to commencing operations, a cannabis business must obtain a zoning clearance from the Planning Director or the Planning Director's designee(s); and pursuant to Guadalupe Municipal Code section 18.12.010 no building permit shall be issued until a zoning clearance has first been issued by the City.

Prior to a building permit submittal, the applicant shall submit an application for a zoning clearance to the Planning Department. The zoning clearance application shall include the following materials:

- a) A Ministerial application (online) for zoning clearance.
- b) Copies of the site plan, final landscape and irrigation plan (as applicable), color board, and floor plans.
- c) Fees: Contact Alice Saucedo, Permit Technician at: (805) 356-3903 asaucedo@ci.guadalupe.ca.us for retail commercial zoning clearance processing fees.
- d) Signed Agreement to comply with conditional use permit conditions.

30. Landscape Planters: Prior to occupancy the applicant shall establish decorative landscape planter boxes around the project entry. Planter box placement shall not

obstruct required pedestrian clearances. Vegetation in decorative planters shall be maintained in perpetuity by the business owner.

31. Site Maintenance: The outside premises shall be maintained in a clean and orderly manner at all times. The owner/operator shall ensure a routine maintenance program is implemented to include, but not be limited to: routine power washing at building entries, routine removal of trash and litter, immediate graffiti removal, and general routine maintenance of all outdoor use areas, including, building exterior, outdoor storage areas, pedestrian travel areas and landscaping.

STANDARD PLANNING CONDITIONS

32. Additional Permits Required: The use and/or construction of any structures or improvements authorized by this approval shall not commence until all necessary planning and building permits are obtained: And the City has provided authorization to operate. Before any Permit is issued by the Building Department, the Owner/Applicant must obtain written clearance from all City Departments having conditions. Such clearance shall indicate that the that the Owner/Applicant has satisfied all pre-construction conditions.
33. Plans Requirements: The Owner/Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to the Building Department.
34. Contractor and Subcontractor notification: The Owner/Applicant shall ensure that potential contractors are aware of City conditions and requirements. Owner/Applicant shall notify all contractors and subcontractors in writing of the site rules, restrictions, and Conditions of Approval and submit a copy of the notice to Planning Staff.
35. Construction Hours: The Owner/Applicant, including all contractors and subcontractors, shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. No-noise generating construction shall occur on weekends or state holidays. Non-noise generating interior construction activities such as plumbing, electrical, drywall and painting (which does not include the use of compressors, tile saws, or other noise- generating equipment) are not subject to these restrictions. The applicant is advised that the building inspector and planning staff will spot check and responds to complaints.
36. Fees: Prior to issuance of a building permit, the applicant shall pay all fees due to the Planning Department and those applicable fees to Building at the time of permit issuance.

37. Recycling: Excess construction materials and demolition materials shall be recycled to the extent feasible and proof of recycling in the form of receipt from the recycling facility noting recycled materials and amounts shall be provided to City staff.
38. Security: Any identified illegal activity shall be immediately addressed and terminated by the property management.
39. Fence and Wall Maintenance: Fences and walls shall be maintained in an upright vertical and unbroken condition and in accordance with Municipal Code Chapter 12.52.125. Any graffiti shall be removed within 48 hours.
40. Time Limitation: This conditional use permit is valid for a period of two years from the date of its issuance. The permit shall become null and void if a building permit is not implemented, to the satisfaction of the Planning Director, within the two-year period.
41. Time Extensions: All Projects: The Owner/Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with City rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner/Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.
42. Site Maintenance General: The site shall be kept clean with regular pick-up of any trash accumulating on the property as stipulated under the provisions of Municipal Code Section 8.50.070.
43. Outdoor Storage: Outdoor storage of goods, materials, equipment, and vehicles shall only occur in designated areas screened from public view. No cannabis materials may be stored outside the main building or the container.
44. Compliance with Conditions: The applicant shall always comply with these conditions. If a complaint is filed with the City, staff will review the complaints and determine if a meeting with the applicant and complainants can resolve the issue(s). If no resolution is reached, a hearing will be scheduled before the City Council for staff to present a recommendation to resolve the issue(s). The applicant shall be responsible for the fees to cover staff time.
45. Public Nuisance: Any public nuisance determined to be significant by the City can result in a public hearing before the City Council. The Council, after reviewing staff input and public comment, will determine if the facility is operating within the approved conditions of approval. If the operation is found not to be compliant with the

conditions, a decision could be made to amend or add conditions or to revoke the permit altogether. The operator is responsible for City fees to process the nuisance hearing.

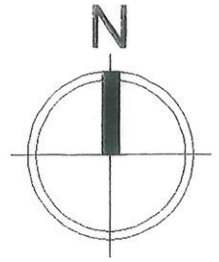
46. Expiration Date: GMC 18.72.130 Any conditional use permit or variance granted in accordance with the terms of this title shall be null and void if not used within one year from the date of the approval thereof, or within any shorter or longer period of time if so, designated by the City Council. (Ord. 189 Art. 5 §4, 1980)
47. Agreement to Comply: Approval of this Conditional Use/Design Review Permit is not valid until the property owner or authorized agent signs and returns the Agreement to Comply form, agreeing to the terms and Conditions of Approval. The signed form must be submitted to the Planning Department prior to issuance of a Zoning Clearance.
48. Revocation: In accordance with Municipal Code Section 18.72.140 (A), this conditional use permit may be revoked by the City Council in the manner hereinafter set forth if any of the conditions or terms of such permits are violated. Before the City Council considers revocation of any permit, the City Administrator or his/her designee shall hold a hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of the hearing. Within 5 days after the hearing, the City Administrator, or his/her designee shall transmit a report of its findings and its recommendations on the revocation to the City Council.

FIRE DEPARTMENT CONDITIONS

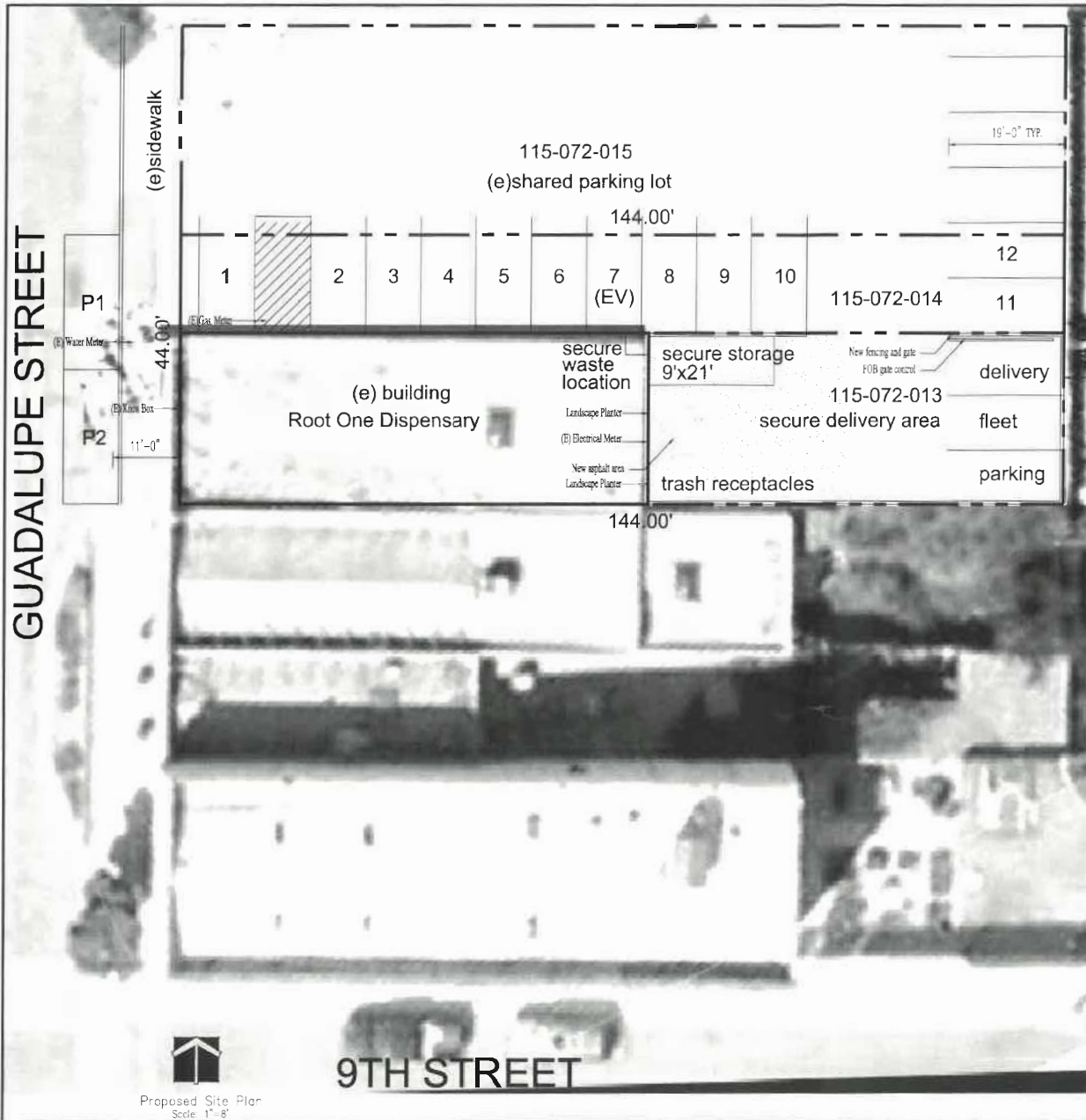
49. The project applicant shall comply with all adopted 2022 California Fire Code requirements as well as all adopted code amendments under Guadalupe Municipal Code section 15.08.020 and 15.08.030 at the time of Plan Review. (A.0)
50. Digital Site Plan: Prior to Fire Department's final approval, a site plan in a PDF format shall be provided with the following information if applicable: On-site hydrants, FDC/OS&Y locations, standpipes, Sprinkler Control Valves (Riser), Fire alarm panel (FACP) Utilities (Gas/Electric/Water) Knox/box/switch location(s), Ingress/Egress, Stairwells, Individual floor control valves, individual floor plans including unit numbers, Laundry rooms(s), Elevator rooms(s), Roof access(s), Solar Panels, and DC shutoff locations.
51. Document identifies an Alarm System. The fire alarm system must be separated from the security alarm system and must meet NFPA 72 requirements.
52. Buzz-in Security Access. Buzz-in security doors must not impede free access to exit the facility. Doors must be equipped with no-knowledge hardware for exiting purposes.

53. All new commercial occupancies shall have a Knox brand key box installed as directed by the fire Code Official. All gates or similar barriers shall have a Knox brand switch or padlock installed in addition to any lock placed by the property owner or tenant.
54. Address numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street, or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and industrial occupancies.
55. Numbers and/or letters of larger size may be required based on the size and design of the building or group of buildings.
56. Rear Door Address Numbers. All commercial and industrial buildings with access via an alley or other similar roadways shall have the address number, and street name provided on or adjacent to the rear door of the building or tenant space. These numbers shall contrast with their background. Address and suite numbers shall be Arabic numerals or alphabet letters, shall be a minimum of 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm).

END OF CONDITIONS



SITE & VICINITY MAP



Property Owner/Applicant:

Owner: SLOC Management, LLC
 110 Main Street Suite #110, Napa, California 94644
 (865) 714-7717
 Architect: Cody McLaughlin
 981 South 18th Street, Orem Beach, California 92433
 (865) 704-7113

Project Description:

1204 of ambulatory dispensary serving medical patients and general walk-in customers over 21 years old.
 43K of storage
 Hours of operation: 9:00 am to 9:00 pm, 7 days per week
 This project will produce no pollution emissions or noise to adjacent properties.

This project will utilize 66 gal. wet-dry retention for solid waste, green waste and recyclables. Containers are for green waste will be located. Findings are to be determined.

APN: 115-072-013
 APN (shared parking): 115-072-014
 Zoning: Downtown Mixed-Use
 Total Lot Area: 7,200 SF

This project shall comply with the 2022 edition of the California Residential Code (CRC) and/or California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC) and/or California Fire Building, Safety Code, California Energy Code (CEC), California Fire Code, and all other codes, regulations, and approvals established by the City.

Occupancy: M
 Occupancy Load: 78
 Egress Required: 1 per CMC Table 1015.1
 Construction Type: Type VB (no sprinklers)
 Total Floor Area: 2,044 SF
 One unisex restroom is required per CIPC 422.2 exception 3

Parking: 17 on site open parking spaces and 2 off site parking spaces

Utilities:

Water: City of Guadalupe (Rising)
 Sewer: City of Guadalupe (Rising)
 Gas: Southern California Gas (Rising)
 Electricity: Southern California Edison (Rising)
 Cable: Charter Communications (Rising)
 Telephone: Pacific Bell (Rising)

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California Green Building Code	CGBC.2

Emergency Contact:

Management:
 Tom McAvoy, tom@mcavoy.com, 515-594-124
 Ownership:
 Austin Linsell, austin@localbooks.com, 415-437-3937
 Adam Lazarus, adam@localbooks.com, 865-714-7727

Arcis Operator:
 Selective Security Systems
 Meggie Zimm, meggie@selectivesecuritysystems.com, 802-355-6664

Fire Department Notes:

Fire alarm must be repaired from the security alarm system and must meet NFPA 10 requirements.
 If fire alarm system, fire alarm control panel must not impede fire access to the facility. Doors must be equipped with no knowledge hardware for egress purposes.

New and existing buildings shall have approved address numbers, building numbers or emergency building identifiers placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall conform with these background. Address numbers shall be Arabic, with 0-9 (15 inch high) for commercial and industrial occupancies. Numbers shall be larger for larger site numbers. All commercial and industrial buildings with access for fire entry or other fire-related activities shall have address numbers, and/or fire alarm, and green route provided on or adjacent to the rear door of the building or main access. These numbers shall conform with these background. Address and fire numbers shall be Arabic, except in the case of fire alarm, which shall be a minimum of 6 inches (152 mm) high with a minimum stroke width of 3/16 inch (4.8mm).



Project Data and Proposed Site Plan

RECEIVED
 AUG 22 2023
 CITY OF GUADALUPE
 BUILDING DEPARTMENT



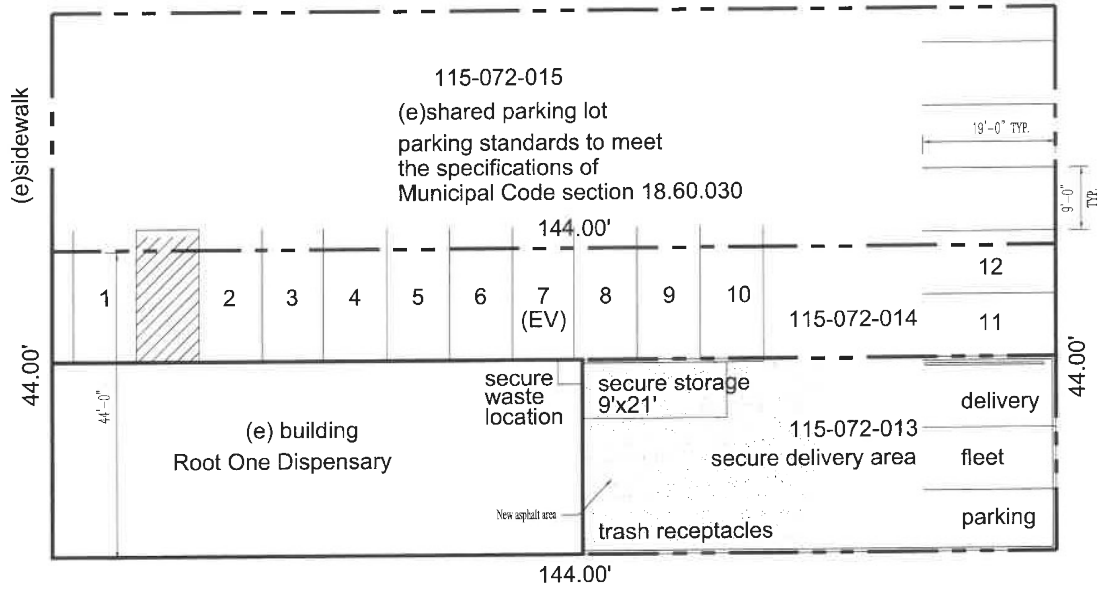
Proposed Site Plan
 Scale: 1"=8'

PA# 2023-031-CVP A.0
 15 August 2023

928 Guadalupe Street
 Guadalupe, California

GUADALUPE STREET

P1
P2



Proposed Parking Plan
Scale: 1"=8'

9TH STREET

Cody McLaughlin Architect
907 E. 14th Street, Downey, CA 90241
909.724.1717 cmaarchitect.com

Proposed Parking Plan



928 Guadalupe Street
Guadalupe, California

A0.2

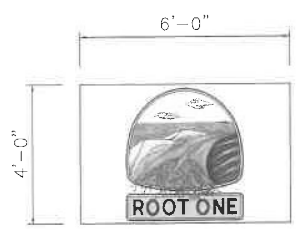
15 August 2023



North Elevation Scale: 1" = 4'



East Elevation Scale: 1" = 4'



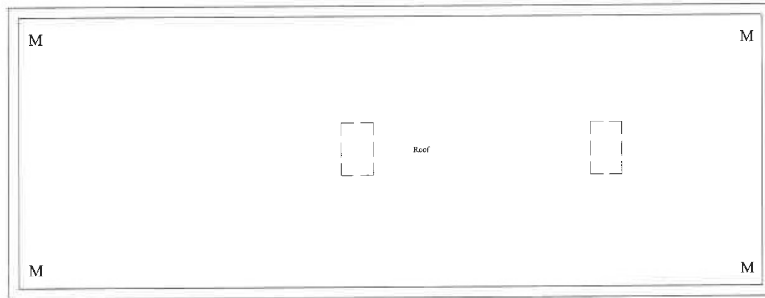
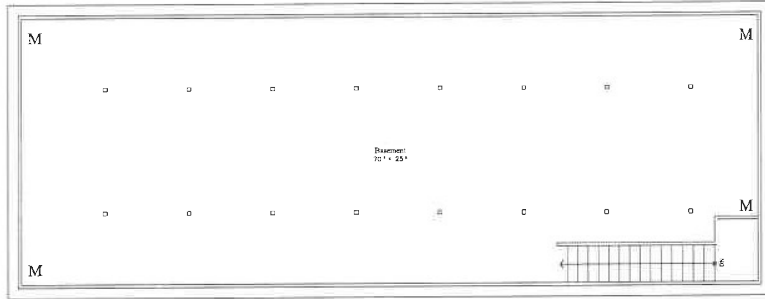
Blaze Sign



West Elevation Scale: 1" = 4'



928 Guadalupe Street
 Guadalupe, California



Employee identification badges and electronic keys deactivation upon an employees termination or resignation from the business.

Security personnel shall be on site 24 hours a day or alternative as authorized by the City Administrator or the City's Administrator's designee(s) and must have verified response security patrol when closed.

Employee training records shall be maintained for a minimum of 7 years.

Security Legend	
①	-Security Camera
M	-Motion Detector
P	-Panic Button
CA	-Card Access
EL	-Electronic Lock
NC	-Network/NVR Cabinet
GB	-Glass Break Detector
SW	- Secure Waste Location

City of Long Beach, Architect
 3600 S. Normandie Blvd., Suite 1000
 Long Beach, CA 90801
 (562) 591-1111

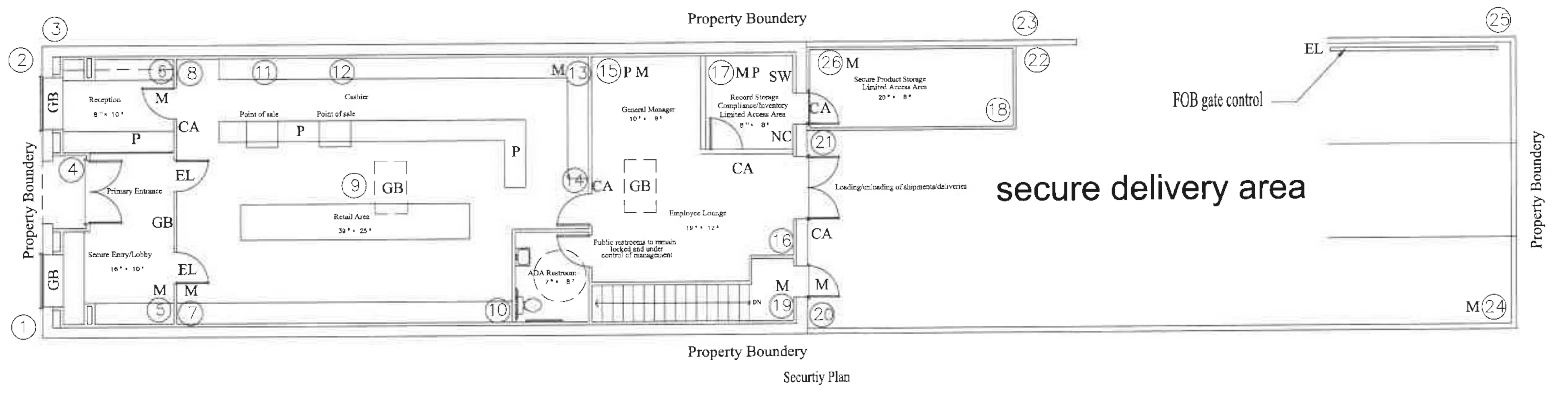
Security Plan



928 Guadalupe Street
 Guadalupe, California



A.3
 Scale: 3"=16'
 15 August 2023



Security Plan



**Root One Cannabis Dispensary
A Project by SLOCAL Management LLC
Project Description
4/29/22**

Proposed Project: Retail Cannabis Use Permit

Legal Name: SLOCAL Management LLC

DBA: Root One

APN: 115-072-13; 115-072-14

Address: 928 Guadalupe Street, Guadalupe, CA 93434

Parcel(s) Size: 7032 square feet

Building Square Footage: 2044'

Land Use Designation: GC, General Commercial

Access: Access from Guadalupe Street

PROPOSED PROJECT

A request by SLOCAL Management LLC for a Conditional Use Permit to authorize the retail of cannabis consisting of approximately 2,000 sq. ft. Our location at 928 Guadalupe Street consists of two legal parcels (APN: 115-072-13; 115-072-14) in the appropriately zoned "GC" (General Commercial) and meet all the locational

requirements as described in GMC sections 9.22.33 and Title 18. One parcel is dedicated to parking, and another with a stand alone building that will only contain the proposed retail dispensary and secured parking area. The project also includes proposed addition of a 160 sq. ft. prefabricated metal room to be used as our high security storage location in lieu of building an internal “cage”. The proposed project has been designed in full compliance with LUO Section 4, Chapter 18322.30- Cannabis Activities as approved by the City Council on November 27, 2021.

We seek to preserve and enhance the beautiful look of this building from the street and will engage the build-out and preparation with this ethos at heart. Our aim is to make the interior as striking and inspiring as the facade.

In designing our retail location, we took careful consideration to include design attributes that complimented and are consistent with the Guadalupe General Plan.

We heavily considered the architectural traditions of the Guadalupe area including, the historic downtown design and the Mission/Spanish Colonial/early 20th Century architectural design elements of the downtown corridor. From landscaping, signage, lighting, parking, enhancements of our exterior, and our entry experience, we reflected upon the General Plan for guidance.

Our interior is designed with a check-in lobby separate from the sales floor, equipped with a “buzz-in” style security door to ensure that only properly identified individuals may gain access to cannabis products.

PROPOSED IMPROVEMENTS

Although extensive updates have already occurred in the last decade, Root One has identified areas for further improvements. The first improvement proposed is to solidify the integrity of the windows, doors, skylights, and walls from a security perspective. The rear yard will be reconfigured to allow secure parking and delivery areas, and a new fence with an automatic security gate will be added. We propose the addition of a steel shipping container to the rear of the building to serve as a secure vault. This will be framed and covered in stucco to match the existing buildings color and texture. Root One will also resurface the parking lot and secure delivery area before opening. Any improvements Root One makes to the location shall adhere to the Guadalupe general plan guidelines and any other applicable City of Guadalupe and State of California guidelines.

LANDSCAPING

Landscaping opportunity around our facility is limited. There will be small window centric-planter boxes/living wall and a small area of employee outdoor break area that could contain landscaping. Root One commits to using native water wise plants wherever landscaping is chosen. All landscaping shall include drought-resistant plants. Special care will be taken to ensure that the landscaping plan fits the strictest environmental standards and organic practices will be used at all times.

ENTRY

All design elements shall be consistent with Guadalupe General Plan and Root One shall also maintain the design of the entrance on Guadalupe Street with a Mission/ Spanish Colonial style feel. The current look shall be maintained. We plan to change the current wood front doors into steel that has a wood finish appearance. Windows to be preserved (no steel bars added). Shatter proof appliques to be applied to windows to enhance security aspects.

SIGNAGE

Our name, Root One, is a nod to our locale on Highway 1, our long legacy in the industry, and the ties that bind us all. Our leadership understands the rich history and themes the town is known for. All signage for the project shall adhere to a look and style consistent with the historic feel of the downtown area and the Guadalupe General Plan. Our proposed signage is our logo, discreetly etched into a wooden fascia sign affixed to the front of the building as well as on the parking lot side wall. That coupled with a projecting sign hung perpendicular to the front entrance on Guadalupe Street completes the external signage.

Per the Guadalupe Municipal Code: 8.52.150 Signs—Size and number restrictions. (Ord. 2016-448 §1; Ord. 189 Art. 4 §7.2, 1980), our blade sign will not exceed the 64 square feet on either side.

FENCING

Our Secure Receiving Area, at the rear of the building, will be fully fenced in compliance with State of California cannabis regulations, and in line with Guadalupe municipal code (**18.52.124 Fence and wall heights. & 18.08.335 Fence.**). Fence and gate done with a wood or wood fascia. The delivery entryway is located at the rear of the building on the east-side within a secure yard. The Delivery vehicle parking area shall be secure within an 8 ft solid metal and wood fence/sliding gate. The gate shall be remotely opened from the management/security office and locked mechanically and magnetically. The loading

area/dock entry point into building shall be secured with doors that are certified by the LPCB to LPS 1175: Issue 7 Security Rating 4 or higher.

LIGHTING

All lighting shall adhere to the Guadalupe General Plan. In order to maintain a night sky that is relatively free from glow emanating from over-lighting in the commercial area, Root One shall utilize security motion sensor energy-efficient lighting appropriately shielded to maintain lighting on the exterior of the building and in the designated parking areas. All fixtures shall implement design elements appropriate to the character of the surrounding community. Fully shielded vintage lighting fixtures or replicas shall be used for entry and exit areas. Entry lighting shall enhance the building as well as pedestrian safety. Attention to customer safety shall be used to determine lighting locations. Parking lot lighting shall not exceed 16' in height and will have an architectural style compatible with the historical theme of the town. Energy efficient, low glare lighting shall be implemented throughout. High intensity lighting shall not be used in any exterior portions of the property. After hours, Root One will turn off all excess lights with the exception of those which will remain on for safety and security. As noted above, security motion sensor lighting will be implemented over static lighting solutions whenever possible. LED lighting options will be used throughout the interior and exterior to decrease Root One's energy footprint.

USE OF ENERGY EFFICIENT LIGHTING AND EQUIPMENT

Root One will work with local utility providers and the Green Business Program of Santa Barbara County to find the most efficient means of providing electricity to our facility and earn certification as a Green Business. All light bulbs in our facility will be energy efficient LED lights and we will utilize the existing skylights and daylighting to reduce energy use. Equipment (such as computers, refrigerators, kitchen related equipment, registers, POS equipment) will all include the most current energy efficient technology. Root One will install automatic bath- room lighting, faucets, and hand dryers. All office space will have automatic energy efficient lighting.

PARKING PLAN

Root One's onsite parking is sufficient to not only serve the needs of our customers, but also succeeds in putting no stress on our neighboring businesses' available parking. Root One's proposed site at 928 Guadalupe Street is located in a redeveloping area of downtown Guadalupe. Customers taking Highway 1 will drive through the commercial corridor to the storefront. Visitors approaching from Santa Maria and the east may enter

Guadalupe via State Highway 166 (Main Street), which intersects Guadalupe Street at the south end of town. Root One customer flow provides an exit directly onto Guadalupe Street.

On property, Root One plans twelve (12) designated f spaces. Per the Guadalupe gunicipal Code (18.60.050), this is more than sufficient for our building's size. Parking sites will also comport with section 18.60.030 Construction specifications and access standards. Dimensions will be in line with the 19 foot by 9 foot minimums as well as marked by the requisite double stripes. (per **18.60.130 Curbing and striping.**)

The driveway to our parking lot on the north side of our property is wide, possesses appropriate ingress/ egress, and enjoys an excellent line of sight for both the drivers and any pedestrians. There are no blind or limited entries or exits, and visibility to the entire road upon exiting is ample.

The sidewalk in front of our building is ample with a ten-foot width, and no impediments besides the existing tree will be placed to interrupt the free flow of foot traffic.

Company-owned vehicles shall be parked in the secure Receiving Area, protected by a security gate and fencing, eliminating the need for these vehicles to be parked on the street. Further, all delivery of Cannabis goods shall take place within this secure Receiving Area, with delivery vehicles completely enclosed by the security gate and fencing, eliminating the possibility of deliveries disrupting traffic flow or taking up customer and public parking spaces.

Hours of Operation

Root One hours of operation shall be Monday-Sunday from 9am to 8pm.

Operations

Daily Operations

Root One ownership and has extensive experience operating both Proposition 215 and Proposition 64 cannabis retail and delivery operations, with owners having been recently awarded a storefront license in the City of San Luis Obispo. The Standard Operating Procedures outlined here have been informed, evolved, and honed over many years by those operations. Our operating procedures have been crafted with the specific needs of the community of Guadalupe in mind and work effectively under current markets and regulations. This is an overview of the living document that outlines the Standard Operating Procedures for Root One retail storefront.

A state cannabis licensee must submit an annual renewal to remain active. Licensees are also subject to strict compliance with all state and local laws, as well as any random inspections to the licensed premises, regarding the businesses' operating procedures set by state and local regulations. We have included an overview of our Standard Operating Procedures (SOPs) as a demonstration of our commitment to operating a well-organized, efficient, and compliant Cannabis Retail Storefront and mobile delivery service.

Austen Connella will be responsible for all regulatory compliance matters and will be implementing a training program for all employees based on our final SOPs, as they are submitted to the state with our annual license application.

Sales Floor Processes

Root One has designed the flow of customers throughout the facility with security, surrounding neighborhood, and health and safety in mind. Customers shall enter at the designated entrance on Guadalupe Street. This allows easy access to the entrance from the parking area. The lobby/welcome area shall be segregated from the sales floor for an added layer of security. This allows Root One the ability to ensure that every customer's ID is checked and age verified. Once the customer enters the sales floor they will be helped by any available Budtender or Manager On Duty as they make their way around a central island display. There are two POS systems located along the north side of the retail floor near the exit. Once the customer has completed their purchase they will exit via the exit door to Guadalupe Street. This design allows a flow of traffic that is both secure, neighborhood-friendly, and COVID safe.

Open Procedures

Manager On Duty should arrive at least 30 minutes before opening to ensure readiness. If there is any evidence of tampering with the lock or attempted break-in, the Manager On Duty must not enter the facility and contact the Guadalupe Police Department. If all is well, the Manager On Duty shall enter and turn off the alarm. The Manager On Duty must know how to use the "duress code" in the event he or she is ambushed at the opening. The Manager On Duty shall do a visual check to ensure all windows, inventory, and physical assets have not been disturbed while turning on all lights. Turn on all computers and POS Systems and inspect the store for cleanliness. Prepare task

assignments or duties necessary for arriving employees. Ensure the front door is locked until employees arrive.

Closing Procedures

Return all inventory from the sales floor to the vault and check that all doors are locked. The Manager On Duty will unlock the vault room or safes to store all products and relock when complete. Prepare End of Day reports on POS System and print closing reports. The Manager On Duty will do a walk-through to ensure all doors, safes, vault room & refrigerators are secured. Before exiting the building, the Manager On Duty will set the alarm and lock the front door.

A. Check-In Procedures

Customer Entry To Facility

Root One entrance shall be located on Guadalupe St. There shall be 12 parking spaces available for customers located along the north side of the building. The customer shall first enter a lobby, segregated from the sales floor. A security guard is stationed at the front of the store just outside the foyer during all business hours. The customer shall check-in at the Customer Service Window. A Customer Service Representative shall verify the customer's Identification and, if applicable, a California-issued Medical Marijuana Identification Card (MMID). The Customer Service Representative shall enter customer information into TREEZ to ensure new customers receive a unique ID number. Once verified, the Customer Service Representative shall allow the customer entry by remotely unlocking the door to the sales floor. The door shall automatically lock behind the customer.

Guest Greeting and Intake Procedure

1. All check-in procedures are completed in the lobby. No guest may be allowed onto the retail showroom floor until that guest has completed the check-in process.
2. All guests must provide valid proof of age following Root One's Age Verification Process before checking in.
3. Checking in a New Guest
 - a. Once an employee has verified a guest's credentials, please complete all guest intake information for each new guest.
 - i. Create a profile in the POS system by clicking "Add Person"
 - ii. Enter the guest's name and date of birth into the appropriate data fields.
 - iii. Save the profile and click "check-in" to enter the guest's name into the queue.

b. If the guest is an adult-use customer, inform the guest that we cannot sell more than the legal amounts to a single adult-use cannabis customer in a single day:

c. Once the guest has been helped, or another employee is assisting the guest, return to the guest profile and fill in all other related data fields including those found on the guest intake forms.

4. Checking in a Returning Guest

a. Find the guest's profile in the POS system.

b. Once the profile shows up on the screen, click the guest's name to see the guest's history at Root One and any customer notes.

c. Confirm the guest that has not already purchased his or her allotted daily limits.

d. Click "Check-In" to enter the person's name into the queue.

5. After the guest has been checked in, the guest will stay in the lobby until an employee personally buzzes the guest into the retail showroom through the secure access doors.

Customer Experience

Once the customer enters the sales floor, they will be greeted by the Customer Liaison. The Customer Liaison (a Roaming budtender or Assistant manager) will determine what the customer wants and direct the customer to the appropriate areas on the floor to find those products. The customer will then be helped by any available Bud Tender. If the customer wants to view an item in the refrigerated section, the Budtender will assist them. If the customer would like to buy an item, the Customer Liaison shall bring those items to an available Budtender, who will then help the customer with additional purchases and/or check the customer out.

All sales shall occur on the sales floor and at least two employees shall always remain physically present during business hours.

Sample Handling

A select collection of products shall be made available for customer inspection outside of their manufacturer packaging. These products include flowers, select edibles, and select concentrates. The customer may request to inspect one of these products. At that time a Budtender shall retrieve the item from its secure location and allow the customer to inspect the container. At no time may the customer physically touch the product. With the assistance of the Budtender, the customer may smell and visually examine the product. Upon completion of the inspection the item(s) is returned to its secure location.

Check Out

As the customer selects items for purchase, the Budtender shall enter the selections into the POS System and shall retrieve the stock from its secured location. The Budtender shall place the selections in a State compliant exit bag. Before placing any item into an exit bag, the Budtender shall verify the expiration date on all items and verify that the product is properly pre-packaged and pre-labeled, for final sale. When the customer is finished selecting their products the Budtender shall direct the customer to the appropriate cash drawer. The POS System shall have an alert in place to notify the Budtender of purchases that exceed the daily personal limits of 28.5 grams of flower or 8 grams of concentrate or 6 plants for adult-use customers. The Budtender shall verify that the order is correct, all of the cannabis goods purchased are listed, including the quantity, price, and taxes; verify Budtender first name and customer number are recorded in the transaction record; verify customer's first name and customer record are recorded in the transaction record; verify all goods have been placed in the exit bag; take payment from customer; and complete the transaction. The POS System shall auto-verify the date and time of the transaction, providing an audit trail. Once the customer has checked out they shall exit Root One via the exit door onto Guadalupe Street.

Express Ordering

Root One shall make Express Ordering available to customers via website and phone ordering capabilities. When a customer places an order through the website the order is assigned to the next available Budtender in the POS System. When a customer places a phone order the Budtender shall create an Express Order in the POS System. Once an express order is created the system will create a pick ticket. The next available Budtender shall fulfill the order and place it into a State compliant exit bag. The order shall then be placed in a designated secure Express Order station. Customers may enter the sales floor after checking in at the Customer Service Window. They shall then be checked out at the Express Order Station by any available Budtender.

Customer Product Returns

Root One does not accept returns for cannabis flowers, concentrates, or edibles. Root One shall accept the return of products from customers only when a product is defective or damaged. If a product is defective or damaged the customer shall be instructed to file a product complaint using the process defined below. The unused portion of the purchase may be returned for exchange or a refund of the original purchase price using

the original method of payment. Returns must be accompanied by the original receipt of purchase and only the original purchaser may facilitate a return with the approval of the Manager On Duty.

Any Budtender or Manager may accept a customer return via the POS System. The Budtender or Manager shall identify the purchase in the POS System, verify the customer name, receipt, original date of purchase, and product being returned. The Budtender or Manager shall inspect the returned product. The POS System shall record the reason for the return and the customer's preferred resolution, then credit the customer for the item. The Budtender or Manager shall place the returned product in the secure Unsaleable Drop Safe on the sales floor, following the Inventory Control procedures for Unsaleable goods. The drop of the product shall be recorded manually in the Unsaleable Log. If the customer would like an exchange the Budtender or Manager shall assist the customer in selecting a product for the exchange before completing the transaction. If the customer prefers a refund, the Budtender or Manager shall issue the refund and complete the transaction.

Product Complaints

Root One has established a process for product complaints. A product complaint means any communication that contains any allegation, written, electronic, or oral, expressing concern, for any reason, with the quality of a cannabis product that could be related to the manufacturing practices. Examples of product complaints may include, but are not limited to, foul odor, off-taste, illness or injury, disintegration time, color variation, foreign material in a cannabis product container, improper packaging, mislabeling, cannabis products that contain incorrect concentration of cannabinoids, or cannabis products that contain a wrong ingredient, or any form of contaminant.

A customer who wishes to issue a complaint shall use Root One's Product Complaint Form. The Product Complaint Form shall contain a unique number; the customer's name, customer ID, address, and phone number; the nature of the complaint; whether or not the customer possesses the packaging and contents of the product; date the customer discovered the issue; and the signature of the customer.

Upon receipt of a product complaint, in accordance with Section 40266 of the CDPH Regulations, "Product Complaints", Root One shall assign a qualified individual to review and investigate all product complaints to determine whether such complaints

involve a possible failure of a cannabis product to meet any of its specifications. Quality Control Personnel shall review and approve the findings and follow-up action(s) of any investigation performed. Any review and/or investigative activities by qualified individuals and Quality Control Personnel shall extend to all relevant batches and records. Quality Control Personnel shall maintain written records for every product complaint and subsequent investigation if any. These records shall include the name and description of the cannabis product; the batch number or UID of the cannabis product, if available; the date the complaint was received and the name, address, and/or telephone number of the complainant, if available; the nature of the complaint, including, if known, how the product was used; the reply to the complainant, if any; and any findings of the investigation and/or follow-up action taken when an investigation is performed. Root One may contact customers or Vendors, notify public health authorities, and/or if severe enough, put the product through the recall process.

Cash Handling Procedures

Root One is committed to securing banking and to offering credit and debit card capabilities for our customers so that cash transactions are limited. However, the need to safely store and handle cash on premises remains a priority. Root One shall ensure that cash onsite is stored in a secure safe with the bulk of cash double secured in a secure safe within a secure vault. The Manager On Duty is responsible for accessing, distributing, and collecting cash. The cash safe shall only be accessed when a security guard is present and on duty. Before the start of business, the Manager On Duty shall verify funds in the safe and update the Cash Log. If necessary the Manager On Duty shall prepare a bank deposit. The Manager On Duty shall prepare sales floor cash drawers for the coming day. Each drawer shall contain \$100.00 in change. The Manager On Duty shall lock the safe and the vault before distributing prepared drawers to Budtenders.

At the start of their shift, Budtenders shall contact the Manager On Duty to receive their cash drawer. The Budtender shall count the drawer in the presence of the Manager On Duty to verify the \$100.00 change fund. The Manager On Duty assigns the drawer to the Budtender in the POS System and places the cash drawer at the assigned workstation and the Budtender may then begin helping customers. Each Budtender is assigned their own cash drawer so that employees are held accountable and so that any discrepancies can be identified efficiently.

Throughout the day it may be necessary for Cash Drops to be made. The POS System will issue an alert to the Manager On Duty and the Budtender that the cash drawer has reached \$1,000.00. After receiving notification, the Manager On Duty shall alert the security personnel of the pending Cash Drop and contact the Budtender. The Budtender may also notify the Manager On Duty of the need for a Cash Drop. The Manager On Duty shall remove \$800.00 from the cash drawer and place it in an envelope, recording the time of the drop, register ID, Budtender name, Manager On Duty name. The Manager On Duty shall also complete the Cash Drop in the POS System. The envelope shall be placed in a drop safe located in the wall between the sales floor and the Inventory Office. The Manager shall transfer the envelope from the drop safe into the safe in the vault later in the shift. The drop safe ensures that the cash is removed from the sales floor immediately, and allows the Manager On Duty the ability to choose a slower time to transfer the cash into the vault while keeping the cash secure in a restricted area. Once the Cash Drop is complete the Manager On Duty shall notify security. All drops shall be reconciled with their corresponding cash drawer at the end of the Budtender's shift.

At the end of their shift, the Budtender shall run an "End of Shift" report from the POS System that itemizes and summarizes the activity for the person and drawer assigned to that person including the expected cash from shift activities. The Manager On Duty and Budtender shall remove the drawer and take it to the Inventory Office to count. Security personnel shall be notified when end-of-shift counting is taking place. The Budtender shall remove all cash from the drawer and create a \$100.00 change fund, returning that \$100.00 to the drawer. The Budtender counts the remaining cash and compares that count to the expected cash from the POS System "End of Shift" report. Overages or Shortages are noted in the system and the Budtender signs the report. The Manager On Duty verifies the cash count and reconciliation and signs the report. The Manager shall then place the cash in the safe in the vault and either assign the drawer to another Budtender or place it in the safe as unassigned. The signed "End of Shift" reporting is placed into the safe for the daily reconciliation.

At the close of business each day the Manager On Duty shall advise security personnel when end-of-day cash counting begins. The Manager On Duty shall run a daily reconciliation/activity report from the POS System. The Manager On Duty shall count all drops and drawers, verifying the previous counts from the day. The Manager On Duty records the total cash received and compares that amount to the expected cash

calculated by the POS System, recording any overages or shortages in the POS System. The Manager On Duty shall research any overage or shortage to the extent possible within the time allowed. If necessary, further research shall continue the following day and the General Manager is notified.

Once reconciled, the Manager On Duty shall prepare a bank deposit and armored courier documentation for all cash from the day's activities. The cash, deposit slip, and documentation shall be placed in bank bags and then into lockable courier bags and locked. The courier bags are then placed in the cash safe in the vault until the courier arrives to pick them up.

Root One shall contract with an armored courier compatible with our banking institution. The courier shall pick up cash on a schedule to be determined. When an armored courier arrives they shall check in with security. Security will then inform the Manager On Duty. The Manager On Duty will secure the Inventory Office and Receiving Area. Security shall direct the courier to the Receiving Area. The Manager On Duty shall verify the courier via security camera at the gate to the Receiving Area. Once verified, the Manager On Duty shall open the gate remotely from the Inventory Office. Once the courier's vehicle is safely within the Receiving Area, the Manager On Duty shall remotely close the gate, securing the vehicle. The Manager On Duty shall remove the locked courier bags from the safe in the vault and place them in the Inventory Office. The Manager On Duty shall then lock the vault. Once this is complete the Manager On Duty may allow the courier access to the Inventory Office. The Manager On Duty shall transfer the deposit to the courier and the courier and Manager On Duty shall sign the transfer documentation and the courier shall exit the Inventory Office to the Receiving Area. Once the Manager On Duty confirms the deposit is secure in the courier's vehicle and the access from the Inventory Office to the Receiving Area is locked, she/he shall open the gate to allow the vehicle to exit. Once the courier has exited the Receiving Area, the Manager On Duty shall close the gate. The Manager On Duty shall then notify security that the transfer is complete.

Customer Entry To Facility

Root One entrance shall be located on Guadalupe Street. There shall be 12 parking spaces available for customers located on Root One's property adjacent to the building. Via the entry, the customer shall enter a foyer, segregated from the sales floor. A

security guard is stationed at the front of the store just outside the foyer during all business hours. The customer shall check-in at the Customer Service Window. A Customer Service Representative shall verify the customer's Identification and, if applicable, a California-issued Medical Marijuana Identification Card (MMID). The Customer Service Representative shall ensure new customers receive a unique ID number. Once verified, the Customer Service Representative shall allow the customer entry by remotely unlocking the door to the sales floor. The door shall automatically lock behind the customer.

Receiving Deliveries

Procurement Plan

Root One has a hyper-local commitment to sourcing over 80% of supplies and equipment and products from businesses within 90 miles. Root One also commits to using local contractors for dispensary build-out and to designating prime shelf space for local brands. We intend to carry at least 30% Central Coast Grown, Manufactured or Distributed Cannabis.

We will personally vet, obtain and maintain all required documentation from any vendor before doing business with them. This shall include verifying any license documentation is active with the State of California. Distributors we already have., Both companies have committed to providing products grown or sourced on the Central Coast.

All Vendors shall have both a digital and physical file at Root One. These files shall contain all documentation collected during each transaction. All Vendor transactions shall be entered into the METRC Track and Trace database by Inventory Personnel.

Quality Control of Incoming Products

When transferring cannabis goods batches between the licensees and storage ALL information including name, license number of manufacturer or cultivator, date of entry into the storage area, UID, and batch numbers with description and weight(s)/quantity of units in the batch will be listed on both the shipping manifest as well as the storage log and will be verified by both the shipper and receiver prior to loading and unloading of cannabis goods. The inventory manager will be the directly responsible person.

Root One shall utilize an in-house “Final packaging requirement checklist”. Inventory Personnel will complete training to ensure they understand procedures.

Root One shall utilize an in-house “Label verification checklist”. Inventory Control Personnel shall complete a training session before being qualified for label confirmation.

The controlled storage vault is located behind the inventory manager’s office, and restricted access is controlled through a secondary ID access point to ensure qualified employees gain access to storage.

From the moment the product is received from the distributor, the product will be handled with extreme care to minimize physical damage. The product will immediately be stored in the secure inventory intake area which will be climate controlled. From there they will be moved into the climate regulated vault. The vault will be carefully organized using inventory bin organizational systems in a way that will prevent damage to the products. Products will then be able to be transferred to the retail floor as needed which will also provide a climate-controlled environment. Care will be taken to ensure that products are not damaged from light exposure. Product rotation will be observed by moving the newest products to the back of the inventory shelf. No products past their expiration date will be sold. Product quality control is also governed by which products Root One chooses to retail and secondary quality inspections occur at intake. By only carrying products from the most reputable producers and distributors, Root One can ensure the highest quality consumer experience.

Root One has done and will continue to do extensive research on available products and the products it chooses to carry.

Securing Product Deliveries

To ensure ultimate security, only one appointment/delivery may be conducted at a time. The Inventory Office shall remain locked and secured while the delivery is in process. Upon arrival, the Driver shall check in with security and present their delivery paperwork. Security shall call the Manager on Duty to confirm the appointment and paperwork. Upon verification, the security shall direct the Driver to the Receiving Area, a fully enclosed parking area at the rear of the building. This secure Receiving Area shall be protected by a security gate controlled remotely from the Inventory Office and in view of multiple security cameras. The Receiving Agent shall preview the Driver via security

camera from the Inventory Control Office and if all is in order the Receiving Agent shall open the gate to the Receiving Area so that the Driver may pull their vehicle in. The Receiving Agent shall then close the gate behind the vehicle to secure the delivery. The Manager On Duty shall ensure the vault is secure prior to accepting a shipment into the Inventory Control Office. Once the gate is closed and the vault is secure, the Receiving Agent shall allow the driver into the Inventory Control Office. Access to the Inventory Control Office shall be limited to Root One Managers and Receiving Agents / Inventory Control Personnel via key card access locks and Vendor representatives.

The Driver for the Carrier is responsible for unloading and segregating the shipment by purchase order to the Inventory Control Office. The Receiving Agent shall inspect the shipment for State packaging compliance; Track and Trace registration and labeling compliance; Licensed Vendor information matches the ASN, and expired product. Any items requiring refrigeration shall be placed in the designated refrigerator in the Inventory Office. Should any purchase order fail this inspection the shipment for that purchase order shall be rejected and be the responsibility of the Carrier and Vendor. Until received, the shipment ownership shall remain with the Vendor.

Upon inspection of the vendor delivery manifest, and completion and reconciliation of the Bill of Lading and the unloading of the shipment, the Receiving Agent shall unlock the door between the Inventory Control Office and Receiving Area to allow the driver to leave. Once the driver exits the Inventory Control Office, the Receiving Agent shall then lock the door to the Inventory Control Office to secure the delivery. Once the Receiving Agent verifies via security cameras that the driver is in their vehicle and ready to exit, the Receiving Agent shall open the gate remotely to allow the vehicle to exit. Immediately after the vehicle leaves the Receiving Area, the Receiving Agent shall close the gate. In the event of a COD shipment, the driver must remain in the Inventory Office until the entire receiving process is completed including reconciliation to the purchase order and quantity and SKU verification.

Point-of-Sale System

Root one will use TREEZ as its inventory software and its point-of-sale software, which meshes with METRC. This system is industry-leading software that makes sales transactions seamless while managing wholesale ordering based on sales volumes as well as customer database features such as last order details, frequent buyer programs, and group discounts. This enterprise solution guides customer management, point of

sale management, inventory management, and is instrumental in compliance management.

As the point of sale and management platform to more cannabis dispensaries in California than any other, they have the most robust sales data that is available to their customers like us. This aids in innumerable ways, from spotting buying trends, adjusting to seasonal sales patterns. The store will have two point of sale locations, at least one being ADA compliant. Their CloudTREEZ service compiles all necessary reporting data in real-time to the California state METRC system through their API gateway.

TREEZ provides effective cutting edge technology solutions for the emerging legal cannabis industry that:

- Prevent product theft
- Assist business owners with running their manufacturing, packaging, distribution, and retail operations more profitably and to better assist with legal compliance
- Protect consumer data
- Provides point of sale data as well as audit trails of both product and cash
- Built by compliance minded operators to connect the entire supply chain with easy compliance and enterprise-level business solutions at its core
- Real-time integration with METRC
- Best in class customer management, 24/7 support, and Point of Sale tracking
- Scalable inventory, reconciliation, and product management, robust vendor management, analytics tools, tax modules, finances, and reporting
- Ensures compliance with tax laws, age verification using handheld devices that scan IDs, track purchasing limits across all locations, and much more.

Labeling and Packaging

Root One will abide by all State regulations concerning labeling and packaging and will ensure that all products sold in its retail storefront conform to State regulations for labeling and packaging. In accordance with State regulation, all retail products sold by Root One will leave the dispensary in an opaque exit bag.

Root One will only allow the sale of cannabis and cannabis products that have passed the following requirements:

The cannabis goods were received by Root One from a licensed distributor or licensed microbusiness authorized to engage in distribution

We have verified that the cannabis goods have not exceeded their best-by, sell-by, or expiration date if one is provided

In the case of manufactured cannabis products, the product complies with all requirements of Business and Professions Code section 26130 and California Code of Regulations, Title 3, Division 8 and Title 17, Division 1, Chapter 13; and all other relevant laws;

The cannabis goods have undergone laboratory testing as required by the MAUCRSA and Chapter 6 of the CCR

The batch number is labeled on the package of cannabis goods and matches the batch number on the corresponding certificate of analysis for regulatory compliance testing

The packaging and labeling of the cannabis goods comply with Business and Professions Code Section 26120 and all applicable regulations within the California Code of Regulations, Title 3, Division 8 and Title 17, Division 1, Chapter 13; and 7.

The temperature of the dispensary floor will be kept between 65 to 70 degrees Fahrenheit. Refrigeration maintained at 41 degrees Fahrenheit will be provided for cannabis products that are intended for human consumption in the inventory room. The humidity within the inventory room will be kept at 55%.

Delivery Services

Delivery Service Procedures

Root One will have a delivery feature to its operations. The property is set up very well for it (for more: see Section H - Proposed Location). We will have a total of three delivery vehicles, all with secure parking when not in use inside our fenced loading area behind our building at the back of the property. These three vehicles will be plain, unmarked, current model Nissan Leafs or (similar vehicle) to keep the drivers comfortable and safe from prying eyes. They will discreetly move from delivery to

delivery, blending into the average traffic around them. The electric nature of these vehicles will keep our commercial carbon footprint to a minimum.

Deliveries

Our numbers show us that a well-operated delivery business can provide an extra 20-30% in sales to the storefront retailer. The delivery of cannabis products shall utilize a common set of operating processes, systems, and resources. All general aspects of delivery operations are described below except inventory control which is described in the Inventory Control Plan. All delivery controls, processes, and systems are METRC compliant and represent best practices from other industries applied to cannabis.

In-Vehicle Lockbox

A compartmented metal box will be secured to the frame of the delivery vehicle. The lockbox is designed to limit the driver's access to cash and secure products en route with the goal of driver safety and theft deterrence in mind. The In-Vehicle Lockbox shall contain a locked storage compartment for orders to be delivered with driver access, a locked compartment for collected payments with restricted access to Managers only, and a drop slot to the collected payment compartment designed for the deposit of payments and payment documents without providing retrieval access to the driver.

Delivery Area and Operating Hours

Root One's delivery area shall include Guadalupe and a 50-mile radius from the retail store. The company may exclude delivery to areas it deems unsafe based upon gained experience. The company shall advise the City of Guadalupe, the Guadalupe Police Department, and other applicable law enforcement if it feels a delivery area has become unsafe.

Root One shall schedule its initial daily delivery routes to begin at 10 am with the final order delivered before 7 pm. Orders will be accepted during non-delivery hours for delivery during scheduled delivery operating hours (i.e. an overnight online order may be submitted, and it shall be scheduled for delivery on the 10 am route.)

Digitally Tracking the Delivery Request Receipt

The State of California requires a Delivery Request Receipt to be prepared for each delivery of cannabis goods. This will be done in the POS System provided by TREEZ and will capture and record all fields of data, timestamp the appropriate sections, collect

the signature from the customer digitally, and automatically email the customer their receipt with all required information. Each receipt will include the employee number and customer number. This system shall also simultaneously generate delivery vehicle manifests.

Delivery Order Placement (Including New Customers)

A customer may place an order for delivery by telephone or digitally using the company's mobile app, website, or through a third-party provider. Digital orders shall be accepted only upon completion of customer registration and identification requirements prior to their initial delivery. Delivery orders may only be accepted for a physical address.

Telephone orders shall be accepted, entered, before, and confirmed through an in-house Customer Service Associate. The Customer Service Associate shall enter the order into the company's POS System manually, confirm customer identification, and establish a delivery ETA (estimated time of arrival) to complete the telephone order.

Delivery orders placed digitally through Root One mobile app or website are accepted directly into the company's POS system providing an alert to Inventory Personnel for confirmation and review and then the order is queued for routing.

Delivery orders placed through third-party digital platforms shall be manually transcribed from the third-party platform into the company POS. Third-party orders require the same company verification and registration as direct orders prior to acceptance.

Prior to placing a delivery order, customers requesting delivery service for the first time must provide the company with a government-issued photo ID (scanned and kept on file digitally); Full name; Physical address; Contact phone number; E-mail (optional); CA Cannabis Medical card - if applicable (scanned and kept on file digitally, subject to HIPPA regulations). Once Root One obtains this information the customer shall be issued a Customer ID number and the order can then be executed.

Order Fulfillment

Upon completion of order entry to the POS System (manual or integrated), the order shall be designated as a delivery order. Prior to accepting payment, the POS System is set to alert Budtender of potential purchases that exceed the daily personal limits of 28.5 grams of flowers, 8 grams of concentrate for adult use or 8 ounces of flower for medical.

Once the order is placed, payment method is confirmed and the customer is notified via voice or text and a delivery ETA is provided.

A "Pick Ticket" is generated and order fulfillment is initiated. The order is filled from available inventory within delivery stock first and the greater store if needed. All product expiration dates are checked on items being "picked." The order is placed in a resealable child-resistant opaque exit package and a flyer is inserted into the exit package that spells out key regulations and risks. The order is then transmitted to routing utilizing a routing software solution. Once the fulfillment process is complete, "Filled" orders are placed in a delivery staging area with the corresponding "Pick Ticket" which shall contain the customer name & number; the delivery address and contact phone number; order number; item listing, and pricing; total payment due; payment method; and any relevant order notes.

Dispatch and Routing

Orders are batched and routed by designated delivery staff and a POS System generated manifest is created for each delivery.

Driver loads shall be configured not to exceed \$5,000.00 in retail value and routes are scheduled not to exceed three hours in total trip time. The value of cannabis goods shall be determined using the current retail price of all cannabis goods carried by, or within the delivery vehicle of, Root One's delivery employee. Adhering to the two-person authentication rule, both the driver and Manager On Duty shall confirm the accuracy of all orders and routes prior to the delivery leaving the store to execute that route. Driver shall receive a copy of the delivery inventory ledger. The Driver then loads routed orders into the delivery vehicle lockbox. Delivery vehicles shall only be loaded and unloaded in the secured Receiving Area while the gate is closed. Driver shall log his/her mobile device into routing software and accept the assigned route. Once the Driver is ready, the Manager On Duty shall open the gate to the Receiving Area and the Driver departs on the delivery route. Once the vehicle has exited the Receiving Area, the Manager On Duty shall close the gate.

Delivery Execution

Upon the arrival of the driver at a routed delivery stop the driver shall park safely, checking surroundings prior to exiting the vehicle; remove the single order that corresponds with the stop from the vehicle lockbox; verify the correctness and relock the lockbox; open the correct order in the mobile POS device; and exit and lock the

vehicle. The Driver shall then proceed to the customer's door with both the order and POS mobile device. The Driver shall then meet and greet the customer, verify ID, verify the correctness of the order with the customer and collect payment and complete the order in the POS system. Before finalizing the delivery the Driver shall collect customer signatures on payment, order and the POS System manifest document and provide a receipt to the customer.

The driver shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. If, when arriving at the location, the driver discovers the address is on publicly owned land or is on land or in a building leased by a public agency, the driver will cancel the delivery order and notify Management.

Upon return to the vehicle, the driver shall drop payment and payment documents into the payment slot on the lockbox. The driver shall indicate completion of the delivery in routing software, notify Root One of the completion of delivery, and update delivery inventory ledger and delivery stop log. The Driver then proceeds to the next routed delivery stop indicated by the software.

Route Completion

Upon completion of all routed stops, the Driver shall return directly to Root One. Upon arrival, the Driver shall notify security. Security shall alert the Manager On Duty. The Manager On Duty shall verify that all is well via security camera before remotely opening the gate. The Driver shall pull into the secure Receiving Area. Once the vehicle is safely inside, the Manager On Duty shall remotely close the gate. The Manager On Duty shall pull all payments and payment documents (including METRC manifest) from the vehicle lockbox for secured storage until the end of the driver's delivery shift. The Manager On Duty shall retrieve the delivery inventory ledger and delivery stop log. The Manager On Duty shall retrieve all undelivered cannabis goods, and all necessary inventory track and trace records (updated and entered that day). The driver awaits the next staged route and assignment then repeats the delivery process.

End of Shift

After a driver's shift, she/he is required to reconcile all their deliveries, routes and payments for that shift. This is accomplished by comparing the manual documents, cash and card payments to those expected by the POS System and the routing

software. This includes completing an "end of shift" report recording any discrepancies and reviewed by the Manager On Duty.

The driver also shall perform a physical safety inspection of his/her assigned delivery vehicle.

Sales data and Track and Trace Delivery transactions shall be reported to METRC track and trace software in real time using the company's POS System (TREEZ). This will ensure that delivery records are both in compliance and provide a transparent audit trail should the State or law enforcement require it.

Delivery Software

The company shall employ a routing software solution and POS solution to assist delivery operations to ensure efficient routing of deliveries with customer notifications in real time; GPS tracking of driver activity in real time (including duration of stops); documentation of delivery transactions and performance metrics; and ensuring orders do not exceed Adult Use Sales Limits of 28.5g of non-concentrated cannabis, 8 grams of concentrated cannabis (Medical patients may exceed this with a State issued MMIC).

Payments

Customers shall be asked in advance for the form of payment they intend to use for their order. Cash payments shall be approved in advance to provide the driver with the minimum level of change bank required to execute the route. At no time shall the driver's change bank exceed the standard of \$150.00.

Documents

At all times, Drivers shall carry a copy of vehicle insurance; business liability insurance; valid personal driver's license (CDL); current vehicle registration; METRC manifests for the current route; State and local business permits; emergency contact list; a current and completed vehicle safety checklist.

GPS Tracking

Root One shall utilize three concurrent methods of GPS tracking to support customer service, safety, or and security throughout delivery operations.

The Vehicle – A non-removable GPS device shall be affixed to each delivery vehicle. This may be accessed via a web address by authorized personnel only.

The mobile POS device – This device is GPS enabled and trackable by both the device and the routing software application running on the device. This will also serve as a dedicated cell phone line for communication between driver and the retail location.

The Lockbox – A GPS locator is affixed to the secured payment department of the lockbox.

These redundant tracking systems ensure visibility and tracking in the case of a hardware failure or should one element become separated from the others.

Delivery Vehicles

Root One plans to purchase and place into service three delivery vehicles initially. This delivery fleet has capacity to serve 150% of initial delivery projections.

The company shall purchase and/or lease the delivery vehicles locally. It is the company's intent to utilize fuel efficient hybrid vehicles versus 100% electric vehicles to ensure the fewest failure points, thereby maximizing safety and security.

No delivery vehicle or delivery person shall contain markings, colors or use sound, music or any indication that may in any way be associated with cannabis or any cannabis permitted use.

No passengers or unauthorized personnel may accompany the delivery driver during the execution of her/his delivery route at any time. Authorized personnel may include Management Personnel, Root One Trainer, Law Enforcement Personnel, or Regulatory Personnel.

Vehicle Maintenance & Safety

All company vehicles shall adhere to manufacturers recommended maintenance. Oil changes and tires shall be performed by local providers. All other maintenance and repairs are to be performed by a local dealer.

Prior to the driver's first route each day a safety check shall be performed and a vehicle safety checklist completed and signed. Should any unsafe condition be discovered the Manager On Duty shall be immediately notified and the vehicle pulled from service until the condition is cured.

Vehicle inspection checklists must remain on file and available for review for a rolling 8-month period.

Driver Qualifications

All Drivers making deliveries for Root One shall be a company employee that is at least 21 years old or older. Root One shall keep on file the Driver's name; physical address; contact phone number; scan of government-issued driver's license; CA Medical Card (if applicable); current personal insurance; evidence of a clean driving record free of DUI, Exhibition or Points pulled at least quarterly; and relevant customer contact data.

Compliance

Conforming to Local and State Laws

**Quote GMC Sections 9.22.40 and Title f

At the heart of Root One's mission is respect for law and regulations. Regulatory compliance is an essential element of all aspects of Root One's operations. Throughout this section and our entire application, you will find Specific examples of how Root One's Operations are compliant. All employees will be expected to comply with all laws and regulations, including state and local cannabis laws and regulations. Any violation of this policy will result in immediate dismissal.

At all time Root One's operations will conform to all local and state laws including:

- Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA")
- BCC regulations
- California Department of Public Health regulations
- GMC Sections 9.22.40
- Title 18
- 2020 California Building Code
- California Fire Code (CFC)

Simplifya Software

Root One will review all aspects of the business and the Standard Operating Procedures to make sure they are Compliant. To assist with this review, and to track compliance across the organization, Root One will utilize the compliance software, Simplifya. This software holds records of all Standard Operating Procedures with regulatory citations down to the city level,

assists with compliance audits that are conducted monthly, and documents and tracks all licenses, permits, and other regulatory paperwork.

Full compliance audits using Simplifya are conducted at minimum every 30 days.

Any issues identified in the audits get flagged to the appropriate personnel and mitigation measures are immediately implemented.

H. Tracking and Monitoring Cannabis and Cannabis Products

TREEZ Software.

By connecting the inventory system to the point-of-sale system, Root One will ensure the accurate auditing and tracking of the product being dispensed and that the product is being dispensed at the accurate amount and correct price. This will prevent diversion of product, prevent employees from "discounting" product, or any other method of diversion or theft that could be exploited if inventory was not matched to the point-of-sale system.

Additionally, because the point-of-sale is fully captured on surveillance, if there is any question of discrepancy or diversion, the Applicant can readily review the footage to determine the cause.

The CloudTREEZ service compiles all necessary reporting data to the California state METRC system through their API gateway, and sends all pertinent information in an automatic reporting to the state.

SellTREEZ Inventory Management empowers retailers to quickly and accurately manage all aspects of inventory while mitigating compliance risks and monitoring the overall health of inventory performance. Automate Metrc reporting, reduce loss and discrepancies, stay compliant, increase profit margins, and streamline stock counts.
-SellTREEZ Inventory Management

Track-and-Trace Reconciliation Procedures

In addition to other inventory procedures, Root One will reconcile the physical inventory of cannabis products at the licensed premises with the records in the track-and-trace database at least once every 30 days. If a discrepancy is discovered between our inventory data and the physical amount of inventory in our store, TREEZ and our internal inventory records will be examined to establish the reason for the discrepancy. If the discrepancy cannot be identified through the review of our inventory records,

security will be contacted to review the video surveillance footage to identify the discrepancy. If the inventory is determined to be stolen, the BCC and law enforcement will be informed within 24 hours as pursuant to 16 CCR § 5036. If the inventory is not determined to be stolen but is still deemed “significant” because the discrepancy is at least 3 percent of average monthly sales, the BCC and local law enforcement will be notified in accordance with 16 CCR § 5034(b).

Loss of Track & Trace Access

In the event Root One loses connection to METRC, including a lost connection from the POS System, the Manager On Duty shall document the date and time of the loss and determine the reason for the loss of access. Root One shall not receive any product until access to METRC is restored. All transactions shall be documented with a hard copy of all transactions occurring during the outage. The hard copies shall not be destroyed and shall be filed in the Inventory Control Office. Cottonwood Roots shall immediately notify the Department of Cannabis Control using form BCC-LIC-027 (Notification and Request Form). The Manager On Duty shall work to restore access to METRC based upon the determination of the root cause. State regulations allow for a maximum outage of three days. If access has not been restored within three days, Root One shall notify the Department of Cannabis Control.

Immediately upon restoration of access to METRC Root One shall notify the Department of Cannabis Control. The Manager On Duty shall document the cause for loss of connectivity and the time of restoration, confirm with the POS System Technical Support and METRC that all transaction data held in the POS system during the time of the outage has been transferred to METRC. If for any reason the “outage data” cannot be sent via the POS System, then all transaction records for the outage period must be manually keyed into METRC. Root One shall confirm receipt with METRC and the Department of Cannabis Control, keep transaction printouts for our records, and work with the POS System Technical Support (TREEZ) to restore normal electronic data transfer capabilities. All hard copy records produced must be entered into METRC within 24 hours of restoration of access. Root One shall perform testing to ensure all systems are functioning properly. Once all systems are functioning properly Root One may restore receipt of inventory.

ADDITIONAL OPERATIONAL STANDARDS

Mandatory Notifications

State and Local regulations require the licensee to notify the Department and City of Guadalupe for a wide variety of reasons, from the mundane (temporary loss of internet connectivity) to natural disasters. In all cases, Premise Modification requires City and State pre-approval.

This section has been compiled to assist the Root One Compliance Team in continuing compliance monitoring. The Compliance Team will remain familiar with these, and immediately notify the Department, Guadalupe Police and the City of Guadalupe when appropriate.

In general, State notifications involve form BCC-LIC-027 (Notification and Request Form).

Critical Official Notifications

Mandatory notification to the Department of Cannabis Control, pursuant to each instance's unique reporting requirements shall occur for any change to any item listed on the State application (except changes to standard operating procedures); at such time as Root One employs 20 or more non-managerial employees; any ownership changes outside certain conditions; any change in persons with financial interest(s); in advance of any change of premises; and the event that the corporation has a successor in interest (due to death, incapacity, insolvency, or other reasons), the Department shall be notified within 10 business days.

Mandatory notification to the Department of Cannabis Control shall occur within 48 hours for a criminal conviction of any owner; a civil penalty or judgment rendered against the licensee or any owner; revocation of a local license permit or other authorization; and an administrative order or civil judgement for violations of labor standards.

Mandatory notification of the Department of Cannabis Control, Guadalupe Police Department, and the City of Guadalupe shall occur within 24 hours when there is the discovery of a significant discrepancy in inventory, diversion, theft, loss, or any other criminal activity either pertaining to the operations of the licensee, or by an agent or employee; loss or unauthorized alteration of records related to cannabis goods, customers, or the licensee's employees or agents, or any other breach of security; or any other reason to suspect any other breach of security.

In the event of a disaster that prevents Root One from complying with any licensing requirements, Root One shall immediately notify the Department of Cannabis Control to request relief. If Root One needs to move cannabis goods in an emergency fashion, the

licensee shall first contact local law enforcement before moving goods, and then immediately contact the Department of Cannabis Control after moving the goods. If a licensee is unable to resolve a compliance notification within three business days of receiving the notification, the licensee shall notify the Department immediately. Mandatory notification of the Department of Cannabis Control, Guadalupe Police Department and the City of Guadalupe shall occur when a discrepancy of more than \$1,000 in inventory over a period of 24 hours or \$3,000 over a period of 7 days; a reason to suspect diversion, loss, theft or any other criminal activity pertaining to the operation of the commercial cannabis business; the loss or alteration of records related to cannabis goods, registered medical cannabis patients, caregivers or dispensary employees or agents; or any other reason to suspect any other breach of security.

Pre-Approval Notifications

Any material or substantial changes to the premise require writing pre-approval from the Department of Cannabis Control. Material or substantial changes, alterations, or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway, or passage alters or changes limited-access areas within the licensed premises. Any change to the business location, organizational structure, or ownership structures requires the pre-approval of the City of Guadalupe. No physical modification of the permitted premises is allowed without written prior permission by the City of Guadalupe and payment of any additional fees.

Prohibited Activities

In accordance with State and local Regulations, Root One shall not engage in any of the following activities:

- No check cashing activities at any time.
- On-site consumption of cannabis or cannabis products is always specifically prohibited on the premises.
- No recommendations from a doctor for medical cannabis shall be issued on-site.
- There shall be no on-site sales or gifting of alcohol or tobacco products, and no on-site consumption of food, alcohol or tobacco by patrons.
- There shall be no storage of alcoholic beverages on a licensed premise.
- The use of vending machines (i.e. a machine that dispenses articles when a coin, bill, or token is inserted) to dispense cannabis is strictly prohibited.

- The sale and delivery of cannabis goods shall not occur through a pass-out window or a slide-out tray to the exterior of the licensed premises.
- No packaging or labeling of cannabis goods.
- Delivery employees shall not consume cannabis goods while delivering cannabis goods to customers.
- No dispersant of cannabis via diffuser or any other vaporizer device.
- No free samples of any cannabis or cannabis products may be distributed at any time.
- No commercial cannabis activities shall be conducted on behalf of, at the request of, or pursuant to a contract with any person (natural or corporate) not duly licensed. No presenting, possessing, or selling cannabis goods that are labeled as beer, wine, liquor, spirits, or any other term that may create a misleading impression that the product is an alcoholic beverage. At no time shall the store operate without a valid County business license or without timely paying in full all fees and charges required associated with the cannabis permitted use.
- There shall not be on the premises any cannabis, cannabis products, or cannabis accessories that show evidence of the cannabis or cannabis product having been consumed or partially consumed.
- The purchase of cannabis or retail cannabis products by a person under twenty-one years of age shall not be allowed unless such person is a qualified patient and is accompanied by a person who is over the age of eighteen and his or her primary caregiver, licensed attending physician, parent(s) or documented legal guardian.
- No sales of cannabis or retail cannabis products to a person who does not present a government issued identification at the time of purchase.
- No cannabis or cannabis products shall be visible from the exterior of any cannabis permitted use, or on any of the vehicles owned or used as part of a cannabis permitted use.
- It is not permitted to sell more than twenty-eight and one-half grams of non-concentrated cannabis, or eight grams of concentrated cannabis during a single transaction, or during a single twenty-four-hour period unless the customer is a qualified medical patient possessing a valid State issued MMID. Distribute or allow the distribution of any coupon or similar writing, electronically or on paper, which purports to allow the bearer to exchange the same for any cannabis or cannabis product either free or at a discount.

- Deliveries shall be made with strict adherence to the rules and regulations laid out in the Delivery Section of this operating manual and at no point shall any delivery vehicle operate as a “mobile dispensary”.
- There shall be no cultivation, manufacturing or testing of cannabis or cannabis products on site.

Record Retention

Root One intends to also use TREEZ as its storage software system. Root One shall retain and secure financial, personnel, inventory and operating records indicated in this section for 8 years, exceeding State and Local requirements and if necessary, made available to the City and BCC, upon request. These shall be kept in both digital format and hardcopy (when available). The records listed shall be held on site (in a manner that is protected from debris, moisture, contamination, hazardous waste, fire (3 hours), and theft. Records shall be always accessible for immediate review and audit by authorized personnel. Root One shall also maintain segregated records of sales, taxation and customer data regarding medical patient transactions and adult use transactions. All records shall be legible.

Financial

The financial documents Root One shall retain and secure are: bank statements; sales records and invoices; receipts; tax filings and notices; State and Federal payroll tax; State Sales and Use Tax; State and County Cannabis Tax; Property Tax; all other tax records; BOE and CDTFA records; Profit & Loss Balance Sheet; and all governmental fee payments.

Company Articles

The company articles Root One shall retain and secure are: By-laws and Operating Agreements; Board Minutes; Notices, Amendments, Contracts; All Permits, Licenses; and the printed full name, DOB, present address, and present telephone number for: the individual named on the license, all owners, and all persons with any financial interest in the licensee.

Personnel

The personnel documents Root One shall retain and secure are: Employee's full name, address, phone #, SS# or ITP#; Payroll Records; Confidential Employee files; I-9; W-4; annual background checks, “live Scan” and quarterly DMV checks; performance and discipline; handbook acknowledgment; training and certifications; headcount reporting;

Track and Trace “METRC” certification; company ID, system authorization levels/profile; hire date and termination date, and a current list of all delivery drivers.

Operating

The operating documents Root One shall retain and secure are: supplier contracts and State Licensing information; Security Contracts; Software Contracts; miscellaneous cannabis contracts; State and local cannabis permits and licenses; Federal, State, and local general business licenses (i.e. EIN #, sellers permit); management and operating checklists; delivery safety checklists; receiving appointment logs; receiving manifests; vehicle maintenance records; daily cash reconciliation; all manual transaction records with METRC; all records and logs for the disposition of Cannabis waste products (returns, defective, expire other); all electronic/digital transaction records to METRC; Delivery Request Receipts and proof of insurance and all insurance records.

Inventory

The inventory documents Root One shall retain and secure are; count sheets; reconciliation worksheets; Daily Cycle count records; weekly Physical Inventory records; all inventory adjustments; cannabis waste transport and disposal records; and cannabis waste destruction records.

Security

The security information Root One shall retain and secure are: surveillance video for all cameras for a rolling six-month window; all alarm keypad transactions; all alarm notifications and responses; Employee Badge/ID rosters and swipe activity; security personnel background checks; Security Company Licensing and contract; security personnel schedules and attendance records; daily security system test log; limited access area logs; and any nuisance response records.

Vehicles

The vehicle information Root One shall retain and secure are: make; model; color; Vehicle Identification Number; license plate number; Department of Motor Vehicles registration information; and GPS location records, for a minimum of 90 days.

Medical Cannabis Specific

Root One welcomes Medical Cannabis patients. All Medical Cannabis patient information shall be retained in adherence with HIPAA regulations. Medical Cannabis patients with a valid Medical Marijuana Identification Card (MMIC) are exempt from State sales tax and are allowed to exceed the purchasing limits of recreational customers. Each sales record must include: first name and employee # of retailer

employee who processed the sale; first name of the customer and their retailer-assigned customer number; date and time of transaction; listing of all cannabis items purchased (qty, each price, taxes and total purchase); full name, address and telephone number(s) of all patient members and a copy of State issued card for all patient members. Renewal records are refreshed on the one year anniversary of each patient member.

Miscellaneous

The miscellaneous documents Root One shall retain and secure are: facility checklists; facility repairs and maintenance records; Landlord Acknowledgement Letter; all other documents prepared or executed by an owner or their employees or assignees in connection with the licensed commercial cannabis business; and advertising data.

ADA Compliance

Root One shall provide ADA entry to the retail store. Disabled customers may utilize the handicapped accessible door located on Guadalupe Street. The customer shall enter the foyer and check in at the ADA compliant window. The Customer Service Representative shall then grant access. If the customer wishes to have a greater level of assistance, they shall call ahead and provide an ETA. Root One shall then assign the next available Budtender to meet the customer at the Guadalupe Street door. The Budtender shall meet the customer at the foyer entry door with a mobile tablet to check the customer in. Once checked in, the Budtender shall provide access to the sales floor and assist the customer to make a purchase.

There shall be a POS station available that can accommodate disabled customers consistent with all ADA regulations.

An ADA compliant bathroom shall be available for customers and employees.

Employees

Employment

Staffing

Root One anticipates having:

1 General Manager who will oversee the entire operation of the store.

1 Financial Controller in charge of finances.

3 Assistant Managers who report to the GM.

The 2 Assistant Managers who oversee the retail floor operations manage:

3 Lead Budtenders.

staff of approximately 8-12 Budtenders.

The 1 Assistant Compliance Manager who oversees the Inventory Department manages:

1 Lead Inventory Associates.

2 Inventory associates.

We will have 2-4 delivery/shuttle bus drivers.

2 Reception Admin/ Front desk.

Lenny Lizalde, long time Guadalupe resident, will be our dedicated Community Liaison

This consists of approximately 20-29 employees total with a maximum of 35.

Root One will also be contracting with a security guard service and a minimum of 1 security guard, licensed by the Bureau of Security and Investigative Services, will be on the premises during all operating hours, pursuant to CCR 16-42-1 §5045. See the organizational chart for more detail about the Root One staffing structure. Root One shall work with City Administrator or the City's Administrator's designee(s) to achieve and authorize non-store hours security plan to include a verified response security patrol when closed.

Employee Badges

Each employee shall be issued an employee badge with their photo and a unique identifier which includes their employee number, name of the business, job title and other information. The badge shall serve as both identification and an access key. This badge must always be worn and clearly visible while the employee is on the premises. The employee shall not be allowed entry to the restricted access areas of the store or be allowed to work without their badge. If lost or stolen the employee must immediately report the loss to the manager on duty. Failure to do so will result in termination. Employee identification badges and electronic keys will be deactivated upon an employee's termination or resignation from the business.

Employee Safety & Hygiene

Employee safety is of utmost importance to Root One. In addition to conforming to all Cal OSHA workplace safety standards, specifically, Title 8 of the California Code of Regulations, Root One hereby provides the following standards and procedures for employee equipment usage and hygiene. Root One shall establish and institute written procedures to ensure the: Requirements for Personnel detailed in §40232 and “Sanitary Operations” of §40238 of the Regulations are met. In addition, Root One pledges to follow current COVID protocols outlined by the CDC, State of California and the City of Guadalupe.

Attire, Entertainment & Conduct

The State of California has strict regulations regarding how employees and entertainers dress and conduct themselves at licensed cannabis facilities. A general minimum dress code of “business casual” shall be enforced. Further, all areas of the breast and pelvis shall be fully and conservatively covered; encouragement or permitting of any person to touch the private parts of another person is prohibited; devices which stimulate private parts are prohibited; acts, simulations, or depictions of lewd and otherwise sexualized behavior are prohibited. Any person exposing any portion of their private parts must leave the premises. Depending on the circumstances, law enforcement may be notified.

Security

Summary:

Root One is a proposed cannabis business seeking state and local issued licenses for retail cannabis dispensary in Guadalupe, California. Accordingly, the elements of this security plan address the state-wide regulations of the Bureau of Cannabis Control. Additionally, this location falls under the jurisdiction of the City of Guadalupe. Therefore, all regulations pertinent to the receipt of a City of Guadalupe Commercial Cannabis Operation Permit apply. In the case of the City of Guadalupe, the requirements state that the plan must meet Guadalupe Police Department approval. Accordingly this plan defaults to State Regulations, with additional measures being created per the Selective Security team’s operational experience as a security provider in the legal, regulated cannabis industry.

This security plan has been created by Selective Security Systems Inc. (ACO license number 6163) a California company specializing in security solutions. Selective Security has 44 years of experience serving the central coast. The Selective Security executive team recognized a growing demand throughout the U.S. for an organization capable of providing specialized and flexible security solutions to any market from banking to cannabis. We have multiple cannabis clients in surrounding Santa Barbara County. “Competence, Capability, Community,” are the pillars that Selective Security is founded upon, and they guide every decision we make. These words describe the sum of our collective experiences which guides our vision and the implementation of the services we offer.

Our methodology for building a security plan and operating procedures for any client is to first review all the applicable regulations and ensure that they are sufficiently addressed. We then draw from our security experiences in conducting site exploitations and threat and vulnerability assessments in order to implement the measures necessary to keep our clients – as well as their employees, assets, and communities – safe. The measures implemented, and the regulations addressed are the bulk of our security plans. Each plan is customized to the client’s needs and is written in plain English with each concern addressed in turn. As the President of Selective Security Systems and acting on behalf of the client, I am confident that the security plan detailed below sufficiently addresses the security concerns for Root One, in accordance with the regulations published by the State of California and the City of Guadalupe. If there are any questions or concerns, please don’t hesitate to contact me directly on my cell: **(805) 354-4644** or via email at **mondo@selectivesecuritysystems.com**

Prepared By: Mondo Romero, President at Selective Security Systems Inc.

Concerns Addressed:

1. Access to facility.

A. As a retail operation, public access shall be restricted to the lobby area and the retail floor (to include the all-gender restroom). No member of the general public shall be permitted to access any other part of the facility at any time. Public restrooms are to

remain locked with access under the control of management.

B. The single point of pedestrian/customer entry into the facility leads into the entrance vestibule. Upon entering Root Ones Lobby, all customers must present a valid photo identification showing that they are at least 21 years of age, or that they are at least 18 years of age with valid medical patient documentation. Customers who (i) are under the age of 21 and lack valid medical patient documentation, (ii) are under the age of 18; or (iii) who fail to present a valid unexpired form of identification will be politely denied entry into Root One's retail floor.

Valid forms of photo identification include the following:

- i. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, height, gender, and photo of the person;
- ii. A valid identification card issued to a member of the Armed Forces that includes the person's name, date of birth, and photo;
- iii. A valid passport issued by the United States or by a foreign government.

C. All locks on doors leading into the limited access areas and into the facility of the licensee shall be commercial-grade, nonresidential door locks, in accordance with the BCC Emergency Regulations, §5046. These commercial-grade, nonresidential locks shall permit electronic access by encoded key fob/card. The locks leading from the lobby area into the retail space shall also be able to be unlocked remotely by the reception personnel. All doors shall remain closed when not in use during regular business hours, per BCC Emergency Regulations §5042. shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage

D. Regular business hours shall be in compliance with Guadalupe city's code, and the business shall **not** operate between the hours of 8PM and 9AM.

E. The delivery entryway is located at the rear of the building on the east-side within a secure yard. The Delivery vehicle parking area shall be secure within a 8 ft solid metal and wood fence/sliding gate. The gate shall be remotely opened from the management/security office and locked mechanically and magnetically. The loading area/dock entry point into building shall be secured with doors that are certified by the LPCB to LPS 1175: Issue 7 Security Rating 4 or higher.

F. The entryway leading into the vault from the limited access Inventory/ compliance office shall be secured at all times and monitored.

G. The entryway leading into the retail area into the back office and from the back office into the Inventory Compliance office shall be secured at all times and monitored.

H. All electronic access shall be logged continuously and an audit report detailing user entry/exit shall be retained and archived on site. .

2. Cameras, video monitoring, archiving.

A. Cameras (25) shall be contracted for and installed by a licensed security camera company. This contract is assigned to Selective Security Systems Inc. (C10# 828051)

B. Cameras utilized on this facility shall operate with a minimum camera resolution of 1920 X 1080 pixels.

C. The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.

D. TCP login credentials and associated software shall be provided to the City of Guadalupe Police Department by the designated Security Liaison.

E. The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance.

F. Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

G. The storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft. All storage devices shall be secured in a fashion that would meet federal standards for secured access – i.e. limited access space, within a server rack that is secured by a commercial lock.

H. The storage device shall retain recordings for 90 days, with the capability of being upgraded further, should the need arise. A minimum of 100TB storage onsite.

I. Surveillance recordings shall be kept in a manner that allows local and state authorities including the City Administrator, the City Administrator's designee(s), and Chief of Police to view and obtain copies of the recordings at the licensed premises immediately upon request. These recordings shall be capable of being formatted and stored on a USB flash drive.

J. Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

K. The video surveillance system shall be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

L. The video surveillance system shall also constitute an Uninterruptible Power Supply capable of continuing power to all cameras and recording devices for 4 hours, in the event of a power-outage.

M. A backup power generator shall be kept on the premises so as to be able to power the video surveillance system and alarm system indefinitely, in the event of an extended power outage.

N. All cameras shall record in color and shall have the capability to automatically switch to black and white in low light conditions.

O. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism,

P. Cameras shall be placed so as to record the following areas:

i. All entryways and exits leading to/from the limited access areas

ii. The entry-ways and exits into the entrance vestibule, both interior and exterior vantage points

iii. The Delivery entry point interior and exterior vantage points.

iv. Storage vault.

v. Security system/ NVR cabinet

vi. All areas where goods are weighed, packed, stored, loaded and unloaded, or moved within the premises.

vii. Recording the facility's windows from an interior vantage point.

viii. Gate to delivery parking area interior and exterior

3. Miscellaneous security features and concerns.

A. During operating hours, a minimum of one security personnel will be stationed onsite at all times. Duties shall include

i. Moving between the retail space and areas of public access to ensure safety, as well as monitor customers. The security guard shall observe and report any and all issues through the appropriate channels regarding potential product diversion, theft and loss, onsite consumption, and any other issues relevant to the security of the facility, as well as customers and employees.

ii. Shall monitor the site at all times from the exterior entrance/exits

iii. Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business in cases in which the individual will not voluntarily leave the premises the security personal shall contact the Police Department.

B. Facility will be armed with a reliable, commercial alarm system to be installed and monitored by a licensed alarm/security company. ROOT ONE proposes to use Selective Security Systems Inc., 960 Brier Rose Ln, Nipomo, CA 93444 ACO (Alarm Company Operator) # 6163.

C. Passive Infrared motion detectors will be installed in interior areas and incorporated into the commercial alarm system.

D. Glass-break detectors will be installed for exterior windows.

E. All exterior windows/ skylights shall – at a minimum - be reinforced using 3M ultra series window film (ballistic film) or an equivalent product, so as to disrupt, frustrate, and/or impede any attempts at forcible entry.

F. The alarm system will include all gates, doors, and windows to be protected and alarmed with contacts that are tied into the alarm system. All access control and door locks will be used in conjunction with the video surveillance system to track all movement throughout the premises. Alarm system will emit audible sound ("mosquitos" (high-pitch frequency devices) as a deterrent to vandalism/loitering). and will include an automatic resetting device, causing the system to be re-armed upon automatic shutoff.

H. Panic buttons will be installed at workers stations in the interior of the premises, and one additional panic button will be retained by the leading manager on duty. The panic buttons will be placed in locations in the reception area, retail area, vault, vehicle holding area, and all other limited access areas.

I. All cannabis and cannabis products shall be stored in the vault when not being received, loaded, transported, unloaded, or sold, or any other reasonable activity within the scope of the retail process. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.

J. Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Chief of Police.

K. burglar, fire, and panic alarms shall be operational and monitored by a licensed security company 24 hours a day, seven days a week

L. First aid supplies and operational fire extinguishers shall be located in the Retail area and the manager's office.

M. One manager shall be on Duty at all times

4. Prevention of product diversion, theft, and loss.

A. The following policies shall be in effect at all times in order to prevent product diversion, theft, and loss.

i. All employees shall only be able to enter the facility through an access point which leads from the entrance vestibule, retail floor, and into the limited access area at the beginning of the work day.

ii. Prior to crossing into the limited access areas, employees shall be checked in by security personnel in a holding area, where upon entry they shall surrender any bags, purses, etc., prior to entering the limited access area. Visitors who are invited to enter limited access areas are required to sign a visitor log, wear a visitor badge, and be escorted by a manager.

iii. Employees will not be permitted to bring bags, purses, or any personal accessories which can be used to carry cannabis, into the limited access areas.

iv. Employees will take lunch and breaks in either a designated breakroom, parking lot, or off site. No employee shall be permitted to take any type of break inside a limited access area.

v. Employees shall be briefed that – as a condition of their employment – Root One reserves at any time and in accordance with all laws, the right to request to search any personal possessions brought onto the property, to include but not limited to, vehicles, bags, purses, and briefcases.

vi. Upon conclusion of their work day, all employees will exit the limited access area into the lobby, past security personnel while being visually inspected to ensure that they are not illegally carrying any product out of the facility.

vii. Should security personnel have sufficient grounds to believe that an employee is attempting to take product out of the facility – with approval of Root One management – they will ask the employee to submit to a pat-down, under supervision of management. Should the employee decline the pat down, management shall be notified, and the employee asked to remain on the premises while the situation is investigated, to include a review of security footage. If reasonable cause exists to assume that the employee is in any way attempting to steal or divert cannabis, local law enforcement shall be notified and asked to assist. Should the employee depart against the wishes of management, rather than speak to law enforcement, management shall notify law enforcement and provide all information possible.

5. Employee training

During their on-boarding process, employees shall receive an employee handbook which details policies and expectations for all personnel working at Root One. Employees shall receive verifiable and documented training on how to properly respond to key incidents, including but not limited to: robbery, burglary, intruders, threats of violence to licensees, agents or employees, assaults, weapons possession, civil, natural

or manmade disasters, proper use of panic or burglar alarms, cyber security, proper response when law enforcement or first responders arrive at the facility, and incident reporting. Training Records shall be stored in a secured area where the records are protected from debris, moisture, contamination, hazardous waste, fire, and theft. Training records, including, but not limited to, the content of the training provided and the names of the employees that received the training shall be retained for at least seven (7) years

after the training has been provided.

6. Police Department Cannabis access

A. The Guadalupe Police Department and Guadalupe Fire Department shall be provided with means to quickly gain access to the facility in the event of an emergency.

B. Root One shall provide the Guadalupe Police Department with a binder which shall include this security plan, TCP-login credentials, facility contact rosters, operating hours, and a graphic showing an example of the employee badges and detailing their levels of access within the facility.

C. Root One shall make every reasonable effort to communicate with the Police Department and facilitate access where possible in order to assuage any concerns that may arise in the future.

D. Root One shall make every reasonable effort to turn over security footage to the Police Department for review, in the event that an incident occurs which the retail operation was not involved with, but which it was able to observe vis-à-vis their security system. The Guadalupe Police department will also have live access to all camera systems via a secured log-in.

F. Root One shall notify the City Administrator or the City Administrator's designee(s) within twenty-four (24) hours after discovering any of the following:

- i. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Administrator or the City Administrator's designee(s).

- ii. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.
 - iii. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.
4. Any other breach of security.

7. Employee badging

A. Root One shall use a badging program, compliant with BCC regulations

B. Access will be determined during hiring, and an appropriately coded badge/keycard shall be issued accordingly.

C. All badges shall be printed on 30 mm thick, PVC composite plastic cards, measuring 2 1/8" X 3 3/8".

D. Badges shall contain the following information on the front side: Employees full first and last name, Date of birth, Photo, passport quality and dimensions, with no hats (excluding religious headgear), or non-prescription glasses, Employee Number, A printed watermark of the ROOT ONE Logo

E. Badges shall contain the following information on the back side: All licenses associated with the location (business and DCC) the permitted access as indicated by the badge color, ROOT ONE contact information for lost badge/if found. White Badges Shall contain on their front side a prominent, "V," in the center with the printed watermark of the ROOT ONE logo, and text indicating that visitors may only access areas while escorted

8. Measures regarding employees not wearing identification cards.

All employees shall operate on a, "three-strike," policy with regard to failing to wear their badges. The first offense shall constitute a verbal warning from their immediate supervisor, which shall be annotated in the employee's personnel file. Second offense shall result in a written counseling by the HR manager, or General Manager, which the employee shall sign, and which shall be retained in their personnel file. Third offense will

result in termination if occurring within 90 days of second offense. If longer than 90 days, employee shall receive another written counseling. Upon receipt of a third written counseling, an employee shall be terminated, regardless of the time span between infractions, unless management sees fit to engage in an alternative corrective measure. This shall be determined solely by Root One, and will constitute a review of the employee's conduct at large, the frequency of infractions, and the quality of work provided by the employee.

9. Delivery Security

A. The process of delivery begins when the Root One employee leaves the retailer's licensed premises with the cannabis products for delivery. The process of delivering ends when the delivery employee returns to the retailer's licensed premises after delivering the cannabis products to the customer(s).

B. During the process of delivery, the retailer's delivery employee may not engage in any activities except for cannabis products delivery and necessary rest, fuel, or vehicle repair stops.

C. A delivery employee shall, during deliveries, carry a copy of the retailer's current license, the employee's government-issued identification, and an identification badge provided by the employer.

D. Prior to providing cannabis products to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer and place the cannabis products in a resealable child-resistant opaque exit package.

E. Root One shall maintain an accurate list of the retailer's delivery employees.

F. A retailer's delivery employee, carrying cannabis products for delivery off-site, shall only travel in an enclosed motor vehicle. Any vehicle used in the delivery of cannabis products shall be operated by a delivery employee of the licensee.

G. Only the licensee or an employee of the retailer licensee for whom delivery is being performed shall be in the delivery vehicle.

H. While carrying cannabis products for delivery, Root One's delivery employee shall ensure the cannabis products are not visible to the public. Cannabis products shall be locked in a box, container, or cage that is secured on the inside of the vehicle. For purposes of this section, the inside of the vehicle includes the trunk.

I. Root One employees shall not leave cannabis products in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm

system. “Vehicle alarm system” is a device or series of devices installed to discourage theft of the vehicle or its contents and is intended to summon general attention or to summon law enforcement as a result of an indication of an attempted breach of the vehicle.

J. A vehicle used for the delivery of cannabis products shall be outfitted with a dedicated Global Positioning System (GPS) device for identifying the geographic location of the delivery vehicle. A dedicated GPS device will be owned by Root One and used for delivery only. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, Root One shall be able to identify the geographic location of all delivery vehicles that are making deliveries for Root One and shall provide that information to the Bureau of Cannabis Control or the Cannabis Licensing Office upon request.

K. Root One’s employees shall not carry cannabis products in the delivery vehicle in excess of \$5,000 at any time. The value of cannabis products shall be determined using the current retail price of all cannabis products carried by, or within the delivery vehicle of, the retailer’s delivery employee.

L. A delivery employee may only carry cannabis products in the delivery vehicle and may only perform deliveries for one licensed retailer at a time.

M. Before leaving the licensed premises, the driver will have a delivery inventory ledger of all cannabis products provided to the driver. For each cannabis good, the delivery inventory ledger shall include the type of good, the brand, the retail value, the track and trace identifier, and the weight, volume or other accurate measure of the cannabis good. After each customer delivery, the delivery inventory ledger must be updated to reflect the current inventory in possession of the retailer’s delivery driver.

N. The retailer’s delivery driver shall maintain a log that includes all stops from the time the driver leaves the licensed premises to the time that the retailer’s delivery driver returns to the licensed premises, and the reason for each stop. The log shall be turned in to the retailer when the retailer’s delivery driver returns to the licensed premises. Root One must maintain the log as a commercial cannabis activity record as required.

O. Prior to arrival at any delivery location, Root One must have received a delivery request from the customer and provided the delivery request receipt to the retailer’s delivery driver electronically or in hard copy. The delivery request receipt

provided to the retailer's delivery driver shall contain all of the information required in section 5420 of the BCC regulations, except for the date and time the delivery was made, and the signature of the customer.

P. Immediately upon request by local law enforcement or BCC, the retailer's delivery driver shall provide all delivery inventory ledgers from the time the retailer's delivery driver left the licensed premises up to the time of the request; all delivery request receipts for cannabis products carried by the driver, in the delivery vehicle, or any deliveries that have already been made to customers; and the log of all stops from the time the retailer's delivery driver left the licensed premises up to the time of the request.

Q. If a retailer's delivery driver does not have any delivery requests to be performed for a 30-minute period, the retailer's delivery driver shall not make any additional deliveries and shall return to the licensed premises. Required meal breaks shall not count toward the 30-minute period. Upon returning to the licensed premises, all undelivered cannabis products shall be returned to inventory and all necessary inventory and track-and-trace records shall be updated as appropriate that same day.

R. Root One's delivery employees shall not consume cannabis products while delivering cannabis products to customers.

S. Root One delivery vehicles shall be unmarked.

Additional considerations:

A. Contact information for all local law enforcement agencies shall be retained on the premises, and standard operating procedures relating to contacting law-enforcement are in place.

B. Any changes which fundamentally alter the scope of this security plan shall be immediately documented and forwarded to the appropriate authorities in the City of Guadalupe for review and retention.

C. Root One has tentatively contracted Selective Security to source a contract for licensed security personnel compliant with California Business and Professions Code Chapters 11.4 and 11.5 of Division 3.

D. In the unlikely event that the final regulations from the BCC or the city of Guadalupe are amended prior to annual licensure, this security plan shall be thoroughly reviewed and amended by Selective Security Systems to ensure compliance with any changes to state regulations or statutes. The amended security plan shall be forwarded to all parties required.

E. Security installation and management of all Root One equipment has been contracted to Selective Security Systems. Any questions related to the security of the facility, or any issues that must be addressed regarding the same shall be addressed to Mondo Romero – President, Selective Security Systems. Contact information for Mr. Romero can be found in this security plan’s summary.

Contact Information:

A designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees. Contact information shall be posted in the retail area.

List of Managers (Shall be updated to reflect any changes)

:

Name	Position	Phone	Email
Austen Connella	CEO	415-837-3957	slocalroots@gmail.com
Adam Laurent	COO	805-714-7757	adam@pliothouse-managment.com

Regulatory concerns:

BCC - California Code of Regulations, Title 16, Division 42. Bureau of Cannabis Control

1. § 5002. Annual License Application Requirements ...

An application must be submitted to the Bureau for each location and each license type. An application for an annual cannabis license includes the following: Security Procedures

- (i) The applicant's procedure for allowing individuals access to the premises.
- (ii) A description of the applicant's video surveillance system, including camera placement and procedures for the maintenance of video surveillance equipment.
- (iii) How the applicant will ensure that all access points to the premises will be secured, including the use of security personnel.
- (iv) A description of the applicant's security alarm system.

2. Article 5. Security Measures

§ 5042. Limited-Access Areas

(a) Licensees shall ensure that any person on the licensed premises, except for employees and contractors of the licensee, are escorted at all times by the licensee or at least one employee of the licensee when in the limited-access areas of the premises.

(b) Entrances to all limited-access areas shall have a door and a lock meeting the requirements of section 5046 of this division. The door shall remain closed when not in use during regular business hours.

§ 5043. Licensee Employee Badge Requirement

All agents, officers, or other persons acting for or employed by a licensee shall display a laminated or plastic-coated identification badge issued by the licensee at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

§ 5044. Video Surveillance System

(a) Each licensed premises shall have a digital video surveillance system with a minimum camera resolution of 1280 × 720 pixels.

(b) The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.

(c) The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance.

(d) Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the licensed premises, and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection (e).

(e) Areas that shall be recorded on the video surveillance system include the following:

(1) Areas where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises;

(2) Limited-access areas;

(3) Security rooms;

(4) Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area; and

(5) Entrances and exits to the premises, which shall be recorded from both indoor and outdoor vantage points.

(f) Retailers shall also record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(g) Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

(h) The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft.

(i) Surveillance recordings shall be kept for a minimum of 90 days.

(j) Surveillance recordings are subject to inspection by the Bureau, and shall be kept in a manner that allows the Bureau to view and obtain copies of the recordings at the licensed premises immediately upon request. The licensee shall also send or otherwise provide copies of the recordings to the Bureau upon request within the time specified by the Bureau.

(k) Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

(l) The video surveillance system shall be equipped with a failure notification system that provides notification to the licensee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

§ 5045. Security Personnel

(a) A retail licensee or microbusiness licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

§ 5046. Locks

A licensee shall ensure that the limited-access areas described in section 5042 of this division can be securely locked using commercial-grade, nonresidential door locks. A licensee shall also use commercial-grade, nonresidential door locks on all points of entry and exit to the licensed premises.

§ 5047. Alarm System

(a) A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n) at the licensed premises.

(b) A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.

(c) Upon request, a licensee shall make available to the Bureau all information related to the alarm system, monitoring, and alarm activity.

Guadalupe City Code:

Ordinance No. 2021-494 9.22.36 Security Measures.

A. A Cannabis Business Permittee shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Administrator or the City Administrator's designee(s), these security measures shall include, but shall not be limited to, all of the following:

1. Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Chief of Police and/or the Planning Director were applicable.

2. Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business in cases in which the individual will not voluntarily leave the premises the cannabis employee shall contact the Police Department.

3. Establishing limited access areas accessible only to authorized cannabis business personnel.

4. Except for live growing clone plants which are being sold at a cannabis business where applicable, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that

are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.

5. Installing 24-hour security surveillance cameras of at least high-definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Administrator or the City Administrator's designee(s), and that it is compatible with the City's software and hardware. In addition, if required remote and real-time, live access to the video footage from the cameras shall be provided to the Director of Public Safety or the Director of Public Safety's designee(s) at the expense of the permittee. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the Director of Public Safety or the Director of Public Safety's designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Police Department by the cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee(s). Each business shall have network security protocols that are certified by Underwriters Laboratories.

6. Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

7. Panic buttons shall be installed in all cannabis businesses with direct notification to the Police Department dispatch and shall be configured to immediately alert dispatch for the Police Department.

8. Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
9. Any security measures, such as bars, installed on the windows or the doors of the cannabis business shall be installed only on the interior of the building.
10. Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Administrator or the City Administrator's designee(s) and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Administrator or the City Administrator's designee(s), with such approval not to be unreasonably withheld.
11. Each cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
12. Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cannabis business; or (b) a licensed security professional.
13. Each cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
14. Each cannabis business shall demonstrate to the City Administrator or the City Administrator's designee(s), compliance with the state's track and trace system for cannabis and cannabis products as soon as it is operational.
15. Each cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.
16. Exterior vegetation shall be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
17. Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.
18. Installation of "mosquitos" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

B. Each cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Administrator or the City Administrator's designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Administrator or the City Administrator's designee(s) upon request that meets the following requirements:

1. Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
2. Identifies all managers of the cannabis business and their contact phone numbers.
3. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.
4. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
5. Identify a sufficient number of licensed, interior, and exterior security personnel who will monitor individuals inside and outside the cannabis business, the parking lot, any adjacent property under the business' control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

C. As part of the application and permitting process each cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

D. The cannabis business shall cooperate with the City whenever the City Administrator or the City Administrator's designee(s) makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

E. A cannabis business shall notify the City Administrator or the City Administrator's

designee(s) within twenty-four (24) hours after discovering any of the following:

1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Administrator or the City Administrator's designee(s).
2. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.
3. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.
4. Any other breach of security.

F. Compliance with the foregoing requirements shall be verified by the City Administrator or the City Administrator's designee(s) prior to commencing business operations. The City Administrator or the City Administrator's designee(s) may supplement these security requirements once operations begin, subject to review by the City

Litter and Refuse Removal

WASTE MANAGEMENT PLAN

The State of California's cannabis regulations set forth rules for the proper storage and disposal of cannabis waste products. Root One Waste Disposal SOP mirrors the State regulations to ensure full compliance. It also incorporates County regulations to ensure our policy meets the needs of Guadalupe and Santa Barbara County. The main objective of Root One's waste management policy is to secure cannabis waste so it is not accessible to children or anyone other than a trained cannabis waste management individual. Root One team members will fully comply with all waste disposal regulations outlined in 16 CCR §5054 and Division 30 of the Public Resource Code.

Root One will fully abide by State regulations relating to the disposal of cannabis goods, including destroying all cannabis goods prior to disposal. Root One in an attempt to keep things local prefers to use Kompogas SLO (or another licensed disposal company such as GAIACA) for collection and disposal of all cannabis waste. When the organic material is recycled it creates carbon-neutral biogas. This can be used to power a

generator to produce renewable electricity, which is fed into the local power grid helping decarbonize and reduce greenhouse gas emissions from traditional, fossil fuel-based power production. The by-products from the process are converted into compost and liquid fertilizer, and are used as high-grade soil conditioners by local growers.

Reporting

Prior to the disposal of any cannabis product from within the retail store, the appropriate employees will log the cannabis product on the disposal manifest provided by Kompogas, as well as electronically log the disposal of the product in Treez, our enterprise and compliance software system. Both the physical and electronic log will include the type, the volume, and the batch number of the waste. Only one batch will be disposed of at a time with absolutely no co-mingling.

* We will report all cannabis waste activities, up to and including disposal, into METRC the following:

- * The name of the employee performing the destruction or disposal;
- * The reason for destruction and/or disposal;
- * The entity disposing of the cannabis waste; and
- * A description for the destruction/disposal, including, but not limited to, (i) spoilage or fouling of the cannabis goods or (ii) any event resulting in damage, exposure or compromise of the cannabis goods.

Waste Receptacles

Root one will obtain secured waste receptacles from Kompogas or GAIACA. The receptacles will be placed within Root ones limited access Compliance/Inventory Office. The secured vault and will have a lock attachment. Only authorized personnel (such as the General Manager or Kompogas personnel) may unlock the waste receptacles once cannabis waste has been deposited. Public access to these areas will be strictly prohibited.

The ONLY waste that may be deposited in the receptacles is cannabis waste, which is defined as waste containing cannabis which has been rendered unusable and unrecognizable. 16 CCR § 5000(g). The waste receptacles will be nonabsorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids.

Cannabis waste will be disposed of in a secured waste receptacle in the Compliance inventory office, which is only accessible to our staff and team members. Cannabis waste will be kept inside the facility only in a secured area inside of a locked receptacle. The waste receptacle will be located in a position where all inter- action with the

receptacle is visible on camera at all times. Each type of cannabis waste will be stored in a separate bin: flower, concentrates, edibles, etc.

On or near each receptacle, Root One will place a sign with thorough examples of what is and is not acceptable to place inside the receptacle. ONLY cannabis waste (adulterated and otherwise) will be placed inside the receptacle.

Selling of Cannabis Waste

Root One strictly prohibits the sale of any cannabis waste

Removal of Cannabis Waste

Utilizing a proper and experienced and Licensed cannabis waste management company, Root One will schedule predetermined, regular waste pick up days. Cannabis waste will be removed from the property at a minimum weekly and more frequently if necessary. Waste will never be stored for more than seven (7) calendar days. At no time will the cannabis waste containers be filled beyond capacity, preventing complete closure of the lids.

Hazardous Waste Management

Root One does not anticipate the use of hazardous materials in its operations. However, should those requirements change, Root One shall notify the City in advance. In addition, hazardous materials will be stored in a designated storage area in accordance with the California Fire Code and OSHA guidelines. All chemicals will be stored in metal cabinets with appropriate Chemical Hazard Signage displayed on the front of each cabinet and on the exterior of the building visible to first responders. Root One shall maintain copies of related Material Safety Data Sheets away from the storage area. Root One shall maintain an OSHA approved emergency eye wash station in the event of accidental exposure. During any chemical spraying or other chemical application, employees shall wear protective eye wear and N95 industrial respirators. Employees shall immediately report any spills or accidents to the Manager On Duty. Root One shall maintain a Hazardous Chemical Spill kit and Hazardous Chemical Waste container for disposal of cleaning materials used in the event of a spill and disposal of all chemical containers. Hazardous Chemicals shall not be disposed of in any sink drain or toilet. There will be no hazardous chemicals that present a significant threat to public safety or health.

Odor Control

ODOR MITIGATION AND CONTROL PLAN

It is Root One's desire to be a great neighbor, including providing an environment free of cannabis odor both emanating from the operation and within the operation itself. Root One shall only stock and sell pre-pack- aged products purchased from a distributor. To pre- vent odors from escaping the structure and provide an odor free shopping environment, the company has designed the following Odor Control Plan with its HVAC Vendor.

The space will be conditioned using a 3-4-ton HVAC unit. This HVAC system utilizes the following "best in class" air quality components. Activated carbon is an extremely effective absorptive odor control substance. An air scrubber will be placed upstream of the carbon filters as part of the return air to the HVAC unit to control outgoing air stream odor. Operating systems shall be air balanced to ensure design of air flows for supply, fresh air, and exhaust air base values have been met. Once completed, a differential pressure gauge shall be used to ensure that a negative building static of no less than 0.05" of negative building static has been achieved for the inventory vault. Sales floor areas shall remain at neutral pressure for customer comfort.

Relative to cannabis cultivation and cannabis manufacturing operations, cannabis retail operations produce a minimal amount of odor. This is because the cannabis and cannabis products to be retailed arrive at the premises already sealed and packaged. Root One will maintain proper weather striping on all doors and, if necessary, windows so as to prevent air from freely moving into and out of the premises.

Proposed staff training/ Equipment Maintenance

The Odor Control Plan will be monitored with strict compliance by the Manager on duty. As the system is not complicated in nature, and generally requires the flick of a few switches, Manager training on the operation of this type of system is minimal.

Nonetheless, during Manager training, the Manager will be shown the following:

- * Operational switches;
- * Location of carbon filters and pre-filters;
- * Location of UPS;
- * Contact information for HVAC maintenance company.

There shall be a planned, scheduled monitoring on a daily walk-about visit around the exterior of the site, near the exhaust system. Data shall be compiled and compared to established norms using a 5 point OIRS (Odor Intensity Reference Scale), to compare daily readings. If values equal 3 on the 5 point scale, carbon-filtration exhaust system shall be evaluated and repaired, as required. Evaluation shall include, but not be limited to, fan operation, distribution system integrity, and filter media effectiveness.

Root One's Odor Control Plan will be evaluated after its initial implementation and re-evaluated weekly by a manager, officer, or owner. Evaluation will be conducted by walking the perimeter of the building completely while actively paying attention to any odor being produced by the cannabis operations. If any odor generated inside the location of the commercial cannabis operation is detected outside the building, on adjacent properties or public rights-of-way, or within any other unit located within the same building as the commercial cannabis operation, Root One will implement more severe odor control methods such as expanding the number of portable air filters or creating negative pressure inside the building by exhausting air outside with an in-line carbon filter as is commonly used in cultivation odor mitigation methods.

Odor Mitigation

Should suggestions to improve Root One's Odor Control Plan be made by the City, Root One will immediately implement the suggested changes, update the Odor Control Plan, and provide the new plan to the City within thirty (30) days of the modifications.

The Manager will be trained in proper record keeping practices associated with the operation of the HVAC/ Odor control machinery and waste receptacles. The manager will be responsible to provide the City with any and all odor mitigation records, (including records related to installation, maintenance, complaints or deviations from the implemented plan). Managers will be instructed to make a digital copy of all hard records, and to file the hard copy in a secured access area. Though none are expected, the Manager will also maintain a log of all odor complaints and responses to odor complaints.

Potential Sources of Odor

With the regulations requiring that only tested, final packaging of products be distributed to dispensaries, cannabis odors have been reduced exponentially in comparison to raw materials inside production facilities. It has also become common practice for manufacturers and distributors to utilize nitrogen sealing in their packaging practices, which further prevents odor emissions from the final packaged products.

The potential two sources of odor identified are as follows:

* Flower Samples. Normally, customers will be able to view and smell flower samples in secured jars with minimal holes on the top on the showroom floor. However, due to potential ongoing COVID-19 safety measures, guests will not be able to smell flower samples for the protection of both our employees and guests. In the future there may be an opportunity to utilize the jars when, as a result of the holes, a minimal amount of cannabis aroma may be emitted inside the dispensary.

* Cannabis Waste Receptacles. All cannabis waste is disposed of in locked and secure cannabis waste receptacles. While the receptacles are, for the most part, air-tight, small amounts of aroma may be emitted through the slot used for disposing of the waste. Waste receptacles are locked at all times and stored inside the dispensary in limited access areas. For this reason, there should be no detectable odors created exteriorly as a result of the cannabis waste receptacles.

Air Handling Systems

Our dispensary will not emit any cannabis odor and will include the following:

The proposed HVAC system will provide internal pressurized air conditioning, complete dehumidification, and temperature controls. Additionally, Root One has committed control and extensive air filtration odor to an all-electric approach to Zero Net control.

The system utilizes a dynamic polarized media air-cleaning component installed on the air intake side. This works with an activated carbon matrix system installed in the duct system on the air exhaust side of the HVAC system.

Dynamic air cleaners are used due to their ability to remove harmful spores and bacteria. This type system is best suited for the required odor removal and lessens the overall maintenance of the system. To meet the project's required mechanical fresh air ventilation while providing odor control to the building's exhaust air stream, the project design team is considering high efficiency packaged electric air-source heat pumps and specialized filtration systems.

The preliminary energy modeling includes 3-4-ton Trane Precedent air-source heat pump that with economizers, and the associated duct distribution system is located within the conditioned envelope. The dynamic air cleaner system offers low static pressure resistance compared to passive filters, which, in turn, are more energy efficient. The specific type of dynamic system will be a dynamic V8 and ACM system, for highly efficient odor removal. The advantage is primarily due to the ability to eliminate the traditional pellet-based carbon systems and improve upon the resistance to airflow for lower energy consumption. Additionally, the ACM systems do not shed carbon dust, therefore no additional filtration is required downstream to further restrict airflow. Filtered wall exhaust/supply fans may also be used. Most importantly, the ceramic carbon will be used to compliment the main system, and not absorb moisture, to load prematurely in, and to provide full ventilation treatment in humid conditions making it more efficient at conditioning throughout the building.

The specific and detailed mechanical plan will be developed in accordance with the California Mechanical Code by a California licensed mechanical engineer and will include a developed and conforming Energy Analysis (Title 24) attachment.

The facility will employ complimentary passive systems to work in conjunction with the air handling equipment. Specifically, an entry area with redundant type ingress and egress areas will be utilized. This will eliminate infiltration problems and provide a backup barrier to residual air handling and odor prevention.

There will be additional scrubbers in the storage/vault room where potential for odor is the greatest because that is where the concentration of products is. These types of filters use pelletized granule carbon to remove odor, dust and pollutants from the air, and can be used as a standing unit in a space or as an exhaust filter. Just like the carbon in the air filters mentioned previously, these pellets remove dust, odor and other pollutants through the air as it passes through the filter.

Molecular Filtration

Molecular Filtration technology (aka carbon scrubbing) is one of the most environmentally friendly and sustainable ways to efficiently trap and sequester fugitive gases and their associated odors by harnessing the power of activated carbon.

Activated carbon filters are a widely used technology to reduce odors and control emissions from greenhouses and other cannabis applications. The ambient air is circulated through the activated carbon filter and returned to the space (scrubbing) or discharged outside (filtering).

Activated carbon works by a phenomenon called “Adsorption”, which is where the odor compound is trapped inside the activated carbon and retained, but the material doing the adsorption does not change size. Activated carbon is basically a sponge that captures vapors that cause odors and takes them out of circulation in the greenhouse air. The level of odor-causing chemicals is lowered and thus the “odor” is reduced.

Ozone Generators

Ozone generators use ultraviolet bulbs or corona discharge (an electrical discharge) to produce ozone gas that works on a molecular level to eliminate virtually all odor, molds, mildews and bacteria – we will use these in the waste area and storage room. Ozone can be used safely and easily by utilizing generators that fit directly into your exhaust lines. This is one of the most effective methods for removing odors in the exhaust system.

Any air that is emitted from the facility will be dual-filtered through HEPA and charcoal filters and equipped with an ozone generator to ensure clean, odor-free air.

Cleaning

Strict cleaning and sanitizing procedures are part of the standard operating procedures for all operations in the facility and will reduce odor. Product-contact surfaces will be cleaned before and after operations and between shift changes. Additionally, surfaces will be cleaned after contact with potentially hazardous items. Employees must wash their hands with warm water and antibacterial soap after eating or using the restroom before returning to operational areas. Operational areas will be easy to clean and maintain by using appropriate, durable finishes for each functional space; careful detailing of finishes to avoid hard-to-clean crevices; adequate and appropriately located maintenance spaces; and incorporation of antimicrobial surfaces.

Employees with appropriate security clearance will have an assigned cleaning schedule for the product storage areas to keep the areas clear of germs, bacteria and bugs. To verify the product storage areas are cleaned as scheduled, the General Manager will keep a cleaning log near the entrance of the Vault Room for employees to log the date, time, and persons involved in cleaning. The General Manager will inspect the sales floor and Vault Room regularly to ensure that they remain sterile environments.

Site and Parking Plan

See site and parking plan document for full illustration

Floor Plan

See floor plan document and floor plan image close up for full illustration

Security Diagram

See security diagram document for full illustration

Elevations

See elevations document for full illustration



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Resolution No. 2023-70 approving the Community Benefits Agreement between the City of Guadalupe and Element 7 Guadalupe LLC, dba Element 7

RECOMMENDATION:

That the City Council adopt Resolution No. 2023-70, approving the Community Benefits Agreement by and between the City of Guadalupe, a municipal corporation of the State of California (“City”) and Element 7 Guadalupe LLC, a California corporation (“Operator”), located at 859 Guadalupe Street, Guadalupe, CA 93434 (the “Site”).

BACKGROUND:

On May 25, 2021, the City Council adopted Ordinance No. 2021-494 (“the Cannabis Ordinance”), establishing Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity in the City of Guadalupe. The Cannabis Ordinance establishes the operational requirements with which all commercial cannabis businesses in the City must comply.

Along with meeting the requirements of the Cannabis Ordinance, the operator of each cannabis business must also enter into an operational or community benefit agreement with the City setting forth additional terms and conditions under which the cannabis facility will operate. Such additional terms and conditions may include, but are not limited to, providing public outreach and education, community service, payment of fees and other charges as mutually agreed, and other terms and conditions to protect and promote the public health, safety and welfare of the City and its residents.

On November 12, 2021, Element 7 Guadalupe LLC submitted an application to the City of Guadalupe for a cannabis business consisting of a storefront retail license located at 859 Guadalupe Street. A cannabis storefront retailer is also allowed to conduct sales via delivery to residences under the same license from the Department of Cannabis Control. Element 7 Guadalupe LLC proposes to conduct both storefront sales and delivery operations as allowed by their license type.

As a part of the application vetting and selection process, Element 7 Guadalupe LLC was required to include in its application a description of the community benefits it was willing to offer to the City. Element 7 Guadalupe LLC’s application was vetted by the City Administrator and presented to the City

Council for final selection and authorization to complete the process for obtaining a cannabis business permit.

DISCUSSION:

The proposed community benefits being offered by Element 7 Guadalupe LLC have been incorporated into the attached Community Benefits Agreement (“the Agreement”). If approved by the Council, the enumerated community benefits shall become enforceable conditions of approval and made part of the Cannabis Business Permit (CBP) granted to Element 7 Guadalupe LLC. Any breaches of this Agreement shall be deemed violations of Element 7 Guadalupe LLC’s CBP.

The community benefits being proposed by Element 7 Guadalupe LLC are summarized below and are described in greater detail in the attached Agreement.

Public Benefit Fee

The business shall be subject to a fee of four percent (4%) on the gross receipts of all retail cannabis sales. The obligation to pay the Public Benefit fee shall cease if the City of Guadalupe implements a voter-approved cannabis business tax in the future.

Community Benefits

Operator Element 7 Guadalupe LLC shall implement its Community Benefit Program within 3 months of the effective date of the Agreement and shall maintain that program for the entire term of the Agreement. The Community Benefit Program shall include all of the following required benefits:

- Support for Local Non-Profits – Operator shall annually donate an amount not less than \$50,000 to local non-profits.
- Community Advisory Board – Operator shall establish and maintain a Community Advisory Board comprised of 5 community leaders. The Board shall oversee all community integration efforts and support the Operator’s outreach and service with the local community, the impact of financial donations, and the community groups that most need support.
- Impacting Homelessness – Operator shall annually provide an amount not less than \$5,000 to support programs focused on helping with homeless issues in Guadalupe.
- Local Product and Supplier Sourcing Program – Operator shall annually demonstrate that they have sourced at least 75% of all building, construction, equipment, repairs and maintenance services from local businesses.
- Local Community Engagement Manager – Operator shall appoint a Local Community Engagement Manager who shall be present for all key business decisions to ensure that all commitments to the community are funded and executed.
- Stock Option Plan – Operator shall commit up to 3% of common shares in the company to be allocated as stock options. Employees eligible for stock options shall include key staff, executives and staff serving longer than 24 months.
- Staff Volunteer Program – Operator shall require all full-time staff to contribute at least 10-hours quarterly (40 hours per year) to local causes or charities, at operator’s expense. These hours may be contributed as either hands-on volunteering or as pro-bono support services.

- Medical Cannabis Discount Program – Operator shall give away, or allow for heavily discounted, medical cannabis and cannabis goods for sick or low-income medical patients. Participants in the discount program will receive 5 grams of mixed shake or a 20% discount on medical cannabis purchased, up to 28g total of THC and 50mg of CBD per month. Operator shall offer medical cannabis, education, and discounts to veterans living in and around Guadalupe.
- Craft Cannabis Producers Program – Operator shall annually demonstrate that they have sourced product from local and small craft and boutique cannabis farmers and manufacturers.
- Cannabis Criminalization Reform and NDICA Partnership – Operator shall partner with NDICA (National Diversity and Inclusion Cannabis Alliance) to sponsor and host one (1) expungement clinic in Guadalupe annually. Operator shall partner with Latinos 4 Cannabis to create preferred job placements, job fairs, and training programs for cannabis entrepreneurs.
- Environmentally Sustainable Business Practices – Operator shall demonstrate that they have incorporated environmentally sustainable business practices into the design and operation of their facility.
- Public Health Outreach and Education – Operator shall demonstrate that they have reached out to local education, youth, and law enforcement groups to provide monetary resources or educational materials for local youth on the dangers of substance abuse.
- Community Engagement Events – Operator shall demonstrate that they have proactively engaged with the local community to provide cannabis education through outreach and partnerships with non-profit organizations, municipal agencies and neighborhood groups.

FISCAL IMPACT:

Element 7 LLC, the business, shall be subject to a fee of four percent (4%) on the gross receipts of all retail cannabis sales. The business shall also implement its Community Benefit Program which will have direct and indirect financial benefit to the city.

ATTACHMENTS:

1. Community Benefit Agreement
2. Resolution No. 2023-70

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Clerk

COMMUNITY BENEFIT AGREEMENT

This Community Benefit (“Agreement”) is made and entered into this 12th day of September 2023, by and between the City of Guadalupe, a municipal corporation of the State of California (“City”) and Element 7 Guadalupe LLC, a California limited liability company (“Operator”), located at 859 Guadalupe Street, Guadalupe, CA 93434 (the “Site”). City and Operator may be referenced herein as “Party” or collectively as “Parties”.

RECITALS

- A. On May 25, 2021, by Ordinance No. 2021-494, the City Council adopted Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity.
- B. On November 12, 2021, Operator submitted an application to the City of Guadalupe for a cannabis business consisting of an adult-use storefront retail license located at 859 Guadalupe Street, Guadalupe, CA 93434.
- C. Pursuant to the process established in Chapter 9.22 of the GMC and in accordance with the Application Procedures and Guidelines for a Commercial Cannabis Business Permit adopted by the City Council, the Operator’s application was vetted by the City Administrator, and presented to the City Council for final selection and authorization to complete the process for obtaining a cannabis business permit (“CBP”).
- D. As part of the application vetting and selection process, the Operator was required to include in its application a description of the community benefits it was willing to offer to the City and its citizens for the opportunity to open and operate a cannabis business in the City.
- E. Pursuant to Section 9.22.110 of the GMC, “any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a cannabis business permit is issued.”
- F. Furthermore, pursuant to Section 9.22.370 of the GMC, “prior to operating in the City and as a condition of issuance of a cannabis business permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.”
- G. Operator’s application included a description of such community benefits and this Agreement is being entered into to memorialize that commitment. This Agreement and its terms and conditions are incorporated into the conditions of approval made part of the CBP granted to the Applicant, and the Applicant’s breaches of this Agreement shall be deemed violations of said CBP.

- H. This Agreement satisfies the condition of issuance set forth in Sections 9.22.110 and 9.22.370 of the GMC.
- I. On August 22, 2023, the City Council reviewed, considered, and adopted **Resolution No. 2023-70** approving this Agreement.

AGREEMENT

- 1. Recitals. The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. Exhibits. The following “Exhibits” are attached and incorporated into this Agreement:

Designation	Description
Exhibit A	Physical location of the Operator’s Business Operations
Exhibit B	Public Benefit Fee Terms

- 3. Definitions. All definitions appearing in Section 9.22.060 of the GMC are hereby incorporated by reference. In addition, the following terms shall have the meanings specified below when used in this Agreement:
 - a. Agreement—This Operating Agreement between the City and Operator, inclusive of all Exhibits attached hereto.
 - b. Annual – Once every year, beginning one year after issuance of the cannabis business permit.
 - c. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City’s ordinances, resolutions, rules, and regulations, as each statute, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.
 - d. Business Operations—The cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council, and as subject to the terms and conditions of this Agreement.
 - e. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.
 - f. Major Amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.
 - g. Minor Amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.
 - h. Operation—any act for which licensure is required under Chapter 9.22 of the GMC, or any commercial transfer of cannabis or cannabis products.
 - i. Person—an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.
 - j. Site—The physical location of the Operator’s Business Operations, as described in Exhibit A, attached hereto.

GENERAL PROVISIONS

1. Applicability. This Agreement is only valid for the cannabis storefront retail business located at 859 Guadalupe Street, Guadalupe, CA 93434 as shown on Exhibit A. The Agreement is valid only at the specified location and is granted only to the business owners as specified in the CBP application submitted by Element 7 Guadalupe LLC (“Operator”). Any changes to the business ownership of the Operator are subject to the requirements of Section 9.22.280 of the GMC.
2. Assignment. City has entered into the Agreement with Operator in reliance upon Operator’s specialized knowledge, experience, and expertise relating to the commercial cannabis business activity. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is an Owner, partner, or otherwise a participant in such entity), without the prior written authorization of the City. Any such assignment or transfer, at City’s sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Administrator and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.
3. Effective Date. This Agreement shall be effective as of the date of issuance of the CBP.
4. Term of Agreement. The initial term of this Agreement shall be 10 years, with two (2) possible extensions of five (5) years each. This Agreement may be extended further by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. The Parties agree that, prior to the end of the initial 10-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.
5. Termination. This Agreement may be terminated upon mutual written agreement by both Parties. Termination of this Agreement shall not eliminate the right of both Parties to seek any applicable and available remedies or damages, based upon acts or omissions occurring before termination.
6. Amendments. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Administrator to approve Minor Amendments to this Agreement (e.g., change of notice address). Major Amendments to this Agreement shall be approved by the City Council. The City Administrator shall, on behalf of City, have sole discretion on behalf of the City to determine if an amendment is Minor or Major, and may consult with the City Attorney before making this determination. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.
7. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City’s costs of defense, whether directly or by timely reimbursement on a monthly basis. Such

costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

8. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Guadalupe:

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

With a copy to (which shall not constitute notice):

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Attorney

To Operator:

Robert M. DiVito
PO Box 388
San Francisco, CA 94104
robert@e7ca.com

With a copy to (which shall not constitute notice):

Element 7 Guadalupe LLC
859 Guadalupe Street
Guadalupe, CA 93434
Attn: Business Counsel

PUBLIC BENEFIT FEE

1. Acknowledgment. The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Operator that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City that are commensurate with the private benefits conferred on Operator (the “Public Benefit”).
2. Public Benefit Agreement. In consideration of the forgoing, Operator has agreed to pay the Public Benefit fee identified in Exhibit B. The terms and conditions contained in Exhibit B are incorporated into this Agreement.
3. Implementation of Cannabis Tax. Operator’s obligation to pay the Public Benefit fee shall cease if the City of Guadalupe implements a tax, specifically applied to commercial cannabis businesses.

COMMUNITY BENEFITS

1. Community Service Program Agreement. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Community Benefit Program (“Community Program”) to benefit the City and its residents and to foster equitable participation in the cannabis industry. Operator shall initiate its Community Program within three months of this Agreement’s Effective Date and shall maintain that program for the entire term of the Agreement.
2. Written Plan. Operator has submitted, as part of its permit application, a written Community Benefit Plan (“Community Plan”). The Community Plan was used to develop the list of Required Benefits described below. Operator shall provide an annual report to the City Administrator and City Attorney on its progress in carrying-out the Community Program’s goals and measurable outcomes. Upon request of the City Administrator or City Attorney, Operator shall also agree to provide a presentation to the City Council on the Community Program’s goals and measurable outcomes. The Required Benefits may be modified in writing by request of the Operator and approval of the City Administrator or the City Attorney.
3. Required Benefits. The Operator has committed to providing the following benefits:

- a. Support for Local Non-Profits – Operator shall annually donate an amount not less than \$50,000 (cash and other monetary benefits collectively) to the following local non-profit organizations:
- i. Any other mutually agreed upon nonprofit
 - ii. Guadalupe Bulldogs Youth Football
 - iii. Guadalupe Cultural Arts and Education Center
 - iv. Vietnam Veterans of America Chapter 982

Community Advisory Board – Operator shall establish and maintain a Community Advisory Board comprised of 5 community leaders. The Board shall oversee all community integration efforts and support the Operator’s outreach and service with the local community, the impact of financial donations, and the community groups that most need support.

- b. Impacting Homelessness – Operator shall annually provide an amount not less than \$5,000 to support programs focused on helping with homeless issues in Guadalupe.
- c. Local Product and Supplier Sourcing Program – Operator shall annually demonstrate that they have sourced at least 75% of all building, construction, equipment, repairs and maintenance services from local businesses.
- d. Local Community Engagement Manager – Operator shall appoint a Local Community Engagement Manager who shall be present for all key business decisions to ensure that all commitments to the community are funded and executed.
- e. Stock Option Plan – Operator shall commit up to 3% of common shares in the company to be allocated as stock options. Employees eligible for stock options shall include key staff, executives and staff serving longer than 24 months.
- f. Staff Volunteer Program – Operator shall require all full-time staff to contribute at least 10-hours quarterly (40 hours per year) to local causes or charities, at operator’s expense. These hours may be contributed as either hands-on volunteering or as pro-bono support services.
- g. Medical Cannabis Discount Program – Operator shall give away, or allow for heavily discounted, medical cannabis and cannabis goods for sick or low-income medical patients. Participants in the discount program will receive 5 grams of mixed shake or a 20% discount on medical cannabis purchased, up to 28g total of THC and 50mg of CBD per month. Operator shall offer medical cannabis, education, and discounts to veterans living in and around Guadalupe.
- h. Craft Cannabis Producers Program – Operator shall annually demonstrate that they have sourced products from local and small craft and boutique cannabis farmers and manufacturers.
- i. Cannabis Criminalization Reform and NDICA Partnership – Operator shall partner with NDICA (National Diversity and Inclusion Cannabis Alliance) or another similar group to sponsor and host one (1) expungement clinic in Guadalupe annually. Operator shall partner with Latinos 4 Cannabis to create preferred job placements, job fairs, and training programs for cannabis entrepreneurs.
- j. Environmentally Sustainable Business Practices – Operator shall demonstrate that they have incorporated environmentally sustainable business practices into the design and operation of their facility.

- k. Public Health Outreach and Education – Operator shall demonstrate that they have reached out to local education, youth, and law enforcement groups to provide monetary resources or educational materials for local youth on the dangers of substance abuse.
- l. Community Engagement Events – Operator shall demonstrate that they have proactively engaged with the local community to provide cannabis education through outreach and partnerships with non-profit organizations, municipal agencies and neighborhood groups.

DEFAULT

1. Default. The failure by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement (“Charging Party”) shall give the other Party (“Charged Party”) not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such thirty (30) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.
2. Legal Proceedings. After expiration of the thirty (30) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement.
3. Periodic Review. Evidence of default may arise in the course of a periodic review of this Agreement. If any Party determines that another Party is in default following the completion of a periodic review, said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in thirty (30) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.
4. Permit Issuance and Renewal. In the event Operator is in default under the terms and conditions of this Agreement, no permit application shall be accepted or renewed by the City nor will any permit be issued or renewed to Operator until the default is cured, or the Agreement is terminated.

STANDARD TERMS AND CONDITIONS

1. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Santa Barbara.
2. Waiver. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party’s right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified in such express waiver.

3. Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.
4. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Business Operations.
5. Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
6. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural.
7. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.
8. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.
9. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
10. Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.
11. Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.
12. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
13. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.
14. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.
15. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
16. Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.
17. Full Force and Effect. If any term, provision, covenant, or condition of this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the

Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

18. Limitations. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Administrator, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.
19. Partners. The Parties are not, and shall not be construed, to be partners or joint ventures.
20. Third Parties. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

EXECUTED AS OF August 22, 2023.

[SIGNATURES ON THE NEXT PAGE]

CITY OF GUADALUPE

OPERATOR

Todd Bodem
City Administrator, City of Guadalupe

Attest:

Amelia M. Villegas, City Clerk

Approved as to form:

Philip F. Sinco, City Attorney

EXHIBIT A

PHYSICAL LOCATION OF THE OPERATOR'S BUSINESS OPERATIONS

Property Address: 859 Guadalupe Street, Guadalupe CA 93434

EXHIBIT B

PUBLIC BENEFIT FEE

1. Applicability. The Public Benefit fee is levied upon business gross receipts. The Public Benefit fee shall not be separately identified or otherwise specifically assessed or charged to any member, customer, patient, or caretaker.
2. Definitions. The definitions cited in the Community Benefit Agreement are incorporated herein. The following additional words and phrases shall have the meanings set forth below when used in this Exhibit:
 - a. Business—All activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.
 - b. Calendar Year—January 1 through December 31, of the same year.
 - c. Cultivation—any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis and includes, but is not limited to, the operation of a nursery.
 - d. Distribution—the procurement, sale, and transport of cannabis and cannabis products between licensees.
 - e. Employee—each and every person engaged in the operation or conduct of any business, whether as Owner, member of the Owner's family, partner, associate, agent, manager, or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter, or any other form of compensation.
 - f. Engaged in Business as a Cannabis Business—means the commencing, conducting, operating, managing, or carrying on of a cannabis business, whether done as Owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities.
 - g. Fee Administrator—the City Administrator of the City of Guadalupe or his or her designee.
 - h. Gross Receipts—whether designated as a sales price, royalty, rent, membership fee, ATM service fee, delivery fee, slotting fee, any other fee, vaping room service charge, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, services and property of any kind or nature) received or payable for sales of goods, wares or merchandise, or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:
 - i. Cash discounts where allowed and taken on sales;
 - ii. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
 - iii. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

- iv. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the Operator in the regular course of business;
 - v. Cash value of sales, trades or transactions between departments or units of the same business located in the City of Guadalupe;
 - vi. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
 - vii. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;
 - viii. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the City Administrator with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.
 - ix. Retail sales of non-cannabis products, such as t-shirts, sweaters, hats, stickers, key chains, bags, books, posters, rolling papers, cannabis accessories such as pipes, pipe screens, vape pen batteries or other personal tangible property which the Fee Administrator has excluded in writing shall not be subject to the Public Benefit fee under this Chapter.
 - x. Payments made by the Operator (Seller) to a cannabis business (Buyer) for the difference in the original acquisition price and subsequent renegotiated or finalized selling price of products or services sold to a specific end customer. This type of transaction is referred to as a "Billback". The Operator must provide supporting documentation to substantiate the transaction in order to be eligible for an exemption.
- i. Manufacture—to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
 - j. Medicinal Cannabis or Medicinal Cannabis Product—cannabis or a cannabis product, intended to be sold or sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, for a medicinal cannabis patient in California who possesses a physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71.
 - k. Nursery—a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.
 - l. Processing—all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products.
 - m. Purchaser—the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.
 - n. Retailer—commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any

combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid Cannabis Business Permit from the City of Guadalupe authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer.

- o. Sale, Sell, and To Sell—includes any sale, exchange, or barter. It shall also mean any transaction whereby, for any consideration, title to cannabis, and/or cannabis products are transferred from one person to another and includes the delivery of cannabis, and/or cannabis products pursuant to an order placed for the purchase of the same, but does not include the return of cannabis, and/or cannabis products to the licensee from whom the cannabis, and/or cannabis product was purchased.
 - p. Testing Laboratory—a cannabis business that (i) offers or performs tests of cannabis, and/or cannabis products, (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state, and (v) is registered with the Bureau of Cannabis Control or other state agency.
3. Public Benefit Fee Calculation. The Public Benefit fee shall be calculated as follows:
- a. For the retail sale of cannabis, the business shall be subject to a fee of four percent (4%) of gross receipts.
4. Reporting and Remittance of Fee—The Operator shall report and remit the Public Benefit fee as follows:
- a. The fee imposed by this Agreement shall be paid, in arrears, on a monthly basis. No later than the last day of the month following the close of the calendar month, the Operator shall file with the Fee Administrator a statement (“fee statement”) of the fee owed for that calendar month and the basis for calculating that fee. The Fee Administrator may require that the fee statement be submitted on a form prescribed by the Fee Administrator. The fee for each calendar month shall be due and payable on that same date that the fee statement for the calendar month is due.
 - b. Upon cessation of the business, fee statements and payments shall be immediately due for all calendar months up to the calendar month during which cessation occurred.
 - c. The Fee Administrator may, at his or her discretion, establish alternative reporting and payment periods for the Operator as the Fee Administrator deems necessary to ensure effective collection of the Public Benefit fee. The Fee Administrator may require that the Operator make payments via a cashier’s check, money order, wire transfer, or similar instrument.
5. Timely Remittance— Whenever any payment, statement, report, request or other communication is due, it must be received by the Fee Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday observed by the City, the due date shall be the next regular business day on which the City is open to the public.
6. Payment When Fees Deemed Delinquent— Unless otherwise specifically provided under other provisions of this Agreement, the fees required to be paid pursuant to this Agreement shall be deemed delinquent if not received by the Fee Administrator on or before the due date as specified.

7. Notice not required by the City—The City may as a courtesy send a fee notice to the Operator which owes the Public Benefit fee. However, the Fee Administrator is not required to send a delinquency or other notice or bill to the Operator. Failure to send such notice or bill shall not affect the validity of any fee or penalty due under the provisions of this Agreement.
8. Penalties and interest—Should the Operator fail or refuse to pay any Public Benefit fee required to be paid pursuant to this Agreement on or before the due date, the Operator shall pay penalties and interest as follows:
 - a. A penalty equal to ten percent (10%) of the amount of the fee, in addition to the amount of the fee, plus interest on the unpaid fee calculated from the due date of the fee at the rate of one percent (1%) per month.
 - b. If the fee remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the fee, plus interest at the rate of one percent (1%) per month on the unpaid fee and on the unpaid penalties.
 - c. Interest shall be applied at the rate of one percent (1%) per month on the first day of the month for the full month and will continue to accrue monthly on the fee and penalty until the balance is paid in full.
 - d. Whenever a check or electronic payment is submitted in payment of a Public Benefit fee and the payment is subsequently returned unpaid by the bank for any reason, the Operator will be liable for the fee amount due plus any fees, penalties and interest as provided for in this Agreement.
9. Refunds and Credits— No refund shall be made of any fee collected pursuant to this Agreement, except as follows:
 - a. Whenever the amount of the Public Benefit fee, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Agreement, it may be refunded to the Operator provided that a written claim for refund is filed with the Fee Administrator within one (1) year of the date the fee was originally due or paid, whichever came first.
 - b. The Fee Administrator, his or her designee or any other City officer charged with the administration of this Agreement shall have the right to examine and audit all the books and business records of the Operator in order to determine the eligibility to the claimed refund. No claim for refund shall be allowed if the Operator refuses to allow such examination of books and business records after request by the Fee Administrator to do so.
 - c. In the event that the Public Benefit fee was erroneously paid in an amount in excess of the fee due, and the error is attributable to the City, the City shall refund the amount of fee erroneously paid; provided that (i) a claim for refund has been timely filed with the Fee Administrator; and (ii) the refund cannot exceed, under any circumstance, the amount of fee overpaid during the twelve months preceding the last month for which the claim states the fee was overpaid.
10. Administration of the Fee— It shall be the duty of the Fee Administrator to collect the fees, penalties, and perform the duties required by this Agreement. The Fee Administrator may take such actions as needed to administer the Public Benefit fee, including but not limited to:
 - a. Provide the Operator forms for the reporting of the fee;
 - b. Provide information to the Operator concerning the provisions of the fee;

- c. Receive and record all fees remitted to the City;
 - d. Maintain records of Operator reports and fees collected;
 - e. Assess penalties and interest to Operator pursuant to this Agreement;
 - f. Determine amounts owed under and enforce collection pursuant to this Agreement.
11. Enforcement Action to Collect— Any fee, penalties and/or interest required to be paid under the provisions of this Agreement shall be deemed a debt owed to the City. The provisions of this Agreement shall not be deemed a limitation upon the right of the City to bring any other action including civil and equitable actions, based upon the failure to pay the fees, penalties and/or interest imposed by this Agreement or the failure to comply with any of the provisions of this Agreement.
 12. Audit and Examination of Records— For the purpose of ascertaining the amount of Public Benefit fee owed or verifying any representations made by the Operator to the City in support of his or her fee calculation, the Fee Administrator shall have the power to inspect the Operator’s site and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the Fee Administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records. It shall be the duty of the Operator for the collection and payment to the City of any fee imposed by this Agreement to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such fee as the Operator may have been liable for the collection of and payment to the City, which records the Fee Administrator or his/her designee shall have the right to inspect at all reasonable times.
 13. Revocation—The City may revoke or refuse to renew the Operating Agreement if the Operator is delinquent in the payment of any fee due pursuant to this Agreement or that fails to make a deposit required by the Fee Administrator pursuant to this Agreement, for more than sixty (60) days after the payment or deposit is due.

RESOLUTION NO. 2023-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE COMMUNITY BENEFITS AGREEMENT BETWEEN THE CITY OF GUADALUPE AND ELEMENT 7 GUADALUPE LLC, DBA ELEMENT 7, FOR THE OPERATION OF A CANNABIS STOREFRONT RETAIL BUSINESS LOCATED AT 859 GUADALUPE STREET

WHEREAS, on May 25, 2021, by Ordinance No. 2021-494, the City Council adopted Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity in the City; and

WHEREAS, on November 12, 2021, Element 7 Guadalupe LLC (“Operator”) submitted an application to the City of Guadalupe for a cannabis business consisting of a storefront retail license located at 859 Guadalupe Street, Guadalupe, CA, whose operations include both storefront retail sales and sales via delivery to residences; and

WHEREAS, pursuant to the process established in Chapter 9.22 of the GMC and in accordance with the Application Procedures and Guidelines for a Commercial Cannabis Business Permit adopted by the City Council, the Operator’s application was vetted by the City Administrator, and presented to the City Council for final selection and authorization to complete the process for obtaining a cannabis business permit (“CBP”); and

WHEREAS, as part of the application vetting and selection process, the Operator was required to include in its application a description of the community benefits it was willing to offer to the City and its citizens for the opportunity to open and operate a cannabis business in the City; and

WHEREAS, pursuant to Section 9.22.110 of the GMC, “any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City’s approval, if and when a cannabis business permit is issued”; and

WHEREAS, pursuant to Section 9.22.370 of the GMC, “prior to operating in the City and as a condition of issuance of a cannabis business permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare”; and

WHEREAS, the Operator’s application included a description of such community benefits which have been incorporated into the attached Community Benefits Agreement (“Agreement”); and

WHEREAS, the Agreement and its terms and conditions are incorporated into the conditions of approval made part of the CBP granted to the Applicant, and the Applicant’s breaches of this Agreement shall be deemed violations of said CBP; and

WHEREAS, the Agreement satisfies the condition of issuance set forth in Sections 9.22.110 and 9.22.370 of the GMC; and

WHEREAS, the City Council reviewed, considered, and adopted Resolution No. 2023-70 approving the attached Community Benefits Agreement by and between the City of Guadalupe and Element 7 Guadalupe LLC for the operation of a cannabis storefront retail business located at 859 Guadalupe Street at its meeting on September 12, 2023.

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

SECTION 1: The attached Community Benefits Agreement between the City of Guadalupe and Element 7 Guadalupe LLC is hereby approved.

SECTION 2: City Administrator Todd Bodem is authorized to sign the Agreement on behalf of the City.

SECTION 3: The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-70** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023 and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Resolution No. 2023-75 approving the Community Benefits Agreement between the City of Guadalupe and SLOCAL Management LLC, dba Root One

RECOMMENDATION:

That the City Council adopt Resolution No. 2023-75, approving the Community Benefits Agreement by and between the City of Guadalupe, a municipal corporation of the State of California (“City”) and SLOCAL Management LLC, dba Root One, a California limited liability company (“Operator”), located at 928 Guadalupe Street, Guadalupe, CA 93434 (the “Site”).

BACKGROUND:

On May 25, 2021, the City Council adopted Ordinance No. 2021-494 (“the Cannabis Ordinance”), establishing Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity in the City of Guadalupe. The Cannabis Ordinance establishes the operational requirements with which all commercial cannabis businesses in the City must comply.

Along with meeting the requirements of the Cannabis Ordinance, the operator of each cannabis business must also enter into an operational or community benefit agreement with the City setting forth additional terms and conditions under which the cannabis facility will operate. Such additional terms and conditions may include, but are not limited to, providing public outreach and education, community service, payment of fees and other charges as mutually agreed, and other terms and conditions to protect and promote the public health, safety and welfare of the City and its residents.

On November 15, 2021, SLOCAL Management LLC submitted an application to the City of Guadalupe for a cannabis business consisting of a storefront retail license located at 928 Guadalupe Street. A cannabis storefront retailer is also allowed to conduct sales via delivery to residences under the same license from the Department of Cannabis Control. SLOCAL Management LLC proposes to conduct both storefront sales and delivery operations as allowed by their license type.

As a part of the application vetting and selection process, SLOCAL Management LLC was required to include in its application a description of the community benefits it was willing to offer to the City. SLOCAL Management LLC’s application was vetted by the City Administrator and presented to the City

Council for final selection and authorization to complete the process for obtaining a cannabis business permit.

DISCUSSION:

The proposed community benefits being offered by SLOCAL Management LLC have been incorporated into the attached Community Benefits Agreement (“the Agreement”). If approved by the Council, the enumerated community benefits shall become enforceable conditions of approval and made part of the Cannabis Business Permit (CBP) granted to SLOCAL Management LLC. Any breaches of this Agreement shall be deemed violations of SLOCAL Management LLC’s CBP.

The community benefits being proposed by SLOCAL Management LLC are summarized below and are described in greater detail in the attached Agreement.

Public Benefit Fee

The business shall be subject to a fee of six percent (6%) on the gross receipts of all retail cannabis sales. The obligation to pay the Public Benefit fee shall cease if the City of Guadalupe implements a voter-approved cannabis business tax in the future.

Community Benefits

Operator SLOCAL Management LLC shall implement its Community Benefit Program within 3 months of the effective date of the Agreement and shall maintain that program for the entire term of the Agreement. The Community Benefit Program shall include all of the following required benefits:

- Direct and Indirect Giving – Operator shall donate \$4,000 per month during the first year of operations, followed by 1.5% of gross sales thereafter, to non-profit organizations who directly serve Guadalupe. Additionally, Operator shall raise funds for upgrades to community sports fields and/or recreational facilities.
- Volunteering – Operator shall provide at least 50 paid community service hours per month, and organize cleanups, including an effort to adopt a section of Highway 1 near Guadalupe through the Adopt-A-Highway program.
- Marketing Integration – Operator shall offer direct marketing integration with local non-profits. Additionally, Operator’s lobby and retail floor area shall feature rotating work from local artists.
- Local Business Sourcing/Partnership – Operator shall source 80% of supplies and equipment from businesses within 80 miles. Additionally, Operator shall work with nearby businesses to establish incentives for customers to shop local after visiting the cannabis storefront retail business.
- Scholarship Program – Operator shall provide two \$2,000 scholarships annually for graduating low-income Guadalupe High School students studying to become teachers or pursuing a degree in the agricultural industry.
- Local Hiring – Operator shall source at least 75% of employees from residents within a 15-mile radius of the business. Additionally, Operator shall offer a base wage of \$18.00 per hour for entry-level employees, and offer all employees health, vision and dental benefits, access to 401(k), commuter tax benefits, employee discounts, and paid volunteer opportunities.

- Medical Patients and Veterans Program – Operator shall develop a Medical/Veteran Program, to provide free medical cannabis goods to local medical and/or hospice patients and veterans.
- Other Commitments – Operator shall make at least 30% of shelf-space available to locally grown and/or manufactured cannabis brands. Additionally, Operator shall install at least one 22KW Electric Vehicle Charging Station onsite.

FISCAL IMPACT:

SLOCAL Management LLC, the business, shall be subject to a fee of six percent (6%) on the gross receipts of all retail cannabis sales. The business shall also implement its Community Benefit Program which will have direct and indirect financial benefit to the city.

ATTACHMENTS:

1. Community Benefit Agreement
2. Resolution No. 2023-75

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Clerk

COMMUNITY BENEFIT AGREEMENT

This Community Benefit (“Agreement”) is made and entered into this 12TH day of September 2023, by and between the City of Guadalupe, a municipal corporation of the State of California (“City”) and SLOCAL Management LLC, dba Root One, a California limited liability company (“Operator”), located at 928 Guadalupe Street, Guadalupe, CA 93434 (the “Site”). City and Operator may be referenced herein as “Party” or collectively as “Parties”.

RECITALS

- A. On May 25, 2021, by Ordinance No. 2021-494, the City Council adopted Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity.
- B. On November 15, 2021, Operator submitted an application to the City of Guadalupe for a cannabis business consisting of an adult-use storefront retail license located at 928 Guadalupe Street, Guadalupe, CA 93434.
- C. Pursuant to the process established in Chapter 9.22 of the GMC and in accordance with the Application Procedures and Guidelines for a Commercial Cannabis Business Permit adopted by the City Council, the Operator’s application was vetted by the City Administrator, and presented to the City Council for final selection and authorization to complete the process for obtaining a cannabis business permit (“CBP”).
- D. As part of the application vetting and selection process, the Operator was required to include in its application a description of the community benefits it was willing to offer to the City and its citizens for the opportunity to open and operate a cannabis business in the City.
- E. Pursuant to Section 9.22.110 of the GMC, “any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a cannabis business permit is issued.”
- F. Furthermore, pursuant to Section 9.22.370 of the GMC, “prior to operating in the City and as a condition of issuance of a cannabis business permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.”

- G. Operator’s application included a description of such community benefits and this Agreement is being entered into to memorialize that commitment. This Agreement and its terms and conditions are incorporated into the conditions of approval made part of the CBP granted to the Applicant, and the Applicant’s breaches of this Agreement shall be deemed violations of said CBP.
- H. This Agreement satisfies the condition of issuance set forth in Sections 9.22.110 and 9.22.370 of the GMC.
- I. On September 12, 2023, the City Council reviewed, considered, and adopted Resolution No. 2023-75 approving this Agreement.

AGREEMENT

- 1. Recitals. The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. Exhibits. The following “Exhibits” are attached and incorporated into this Agreement:

Designation	Description
Exhibit A	Physical location of the Operator’s Business Operations
Exhibit B	Public Benefit Fee Terms

- 3. Definitions. All definitions appearing in Section 9.22.060 of the GMC are hereby incorporated by reference. In addition, the following terms shall have the meanings specified below when used in this Agreement:
 - a. Agreement—This Operating Agreement between the City and Operator, inclusive of all Exhibits attached hereto.
 - b. Annual – Once every year, beginning one year after issuance of the cannabis business permit.
 - c. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City’s ordinances, resolutions, rules, and regulations, as each statute, regulation, rule, Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.
 - d. Business Operations—The cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council, and as subject to the terms and conditions of this Agreement.
 - e. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.
 - f. Major Amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

- g. **Minor Amendment**—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.
- h. **Operation**—any act for which licensure is required under Chapter 9.22 of the GMC, or any commercial transfer of cannabis or cannabis products.
- i. **Person**—an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.
- j. **Site**—The physical location of the Operator’s Business Operations, as described in Exhibit A, attached hereto.

GENERAL PROVISIONS

1. **Applicability.** This Agreement is only valid for the cannabis storefront retail business located at 928 Guadalupe Street, Guadalupe, CA 93434 as shown on Exhibit A. The Agreement is valid only at the specified location and is granted only to the business owners as specified in the CBP application submitted by SLOCAL Management LLC (“Operator”). Any changes to the business ownership of the Operator are subject to the requirements of Section 9.22.280 of the GMC.
2. **Assignment.** City has entered into the Agreement with Operator in reliance upon Operator’s specialized knowledge, experience, and expertise relating to the commercial cannabis business activity. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is an Owner, partner, or otherwise a participant in such entity), without the prior written authorization of the City. Any such assignment or transfer, at City’s sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Administrator and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.
3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.
4. **Term of Agreement.** The initial term of this Agreement shall be 10 years, with two (2) possible extensions of five (5) years each. This Agreement may be extended further by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. The Parties agree that, prior to the end of the initial 10-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.
5. **Termination.** This Agreement may be terminated upon mutual written agreement by both Parties. Termination of this Agreement shall not eliminate the right of both Parties to seek any applicable and available remedies or damages, based upon acts or omissions occurring before termination.
6. **Amendments.** This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Administrator

to approve Minor Amendments to this Agreement (e.g., change of notice address). Major Amendments to this Agreement shall be approved by the City Council. The City Administrator shall, on behalf of City, have sole discretion on behalf of the City to determine if an amendment is Minor or Major, and may consult with the City Attorney before making this determination. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

7. Indemnification. Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

8. Notices. Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Guadalupe:

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Manager

With a copy to (which shall not constitute notice):

City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
Attn: City Attorney

To Operator:

SloCal Management LLC

110 Mary Street #2, Ste 110

Nipomo, CA 93444

With a copy to (which shall not constitute notice):

Tiffany Carrari

TMC Legal

P.O. Box 1315

Nipomo, CA 93444

PUBLIC BENEFIT FEE

1. Acknowledgment. The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Operator that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City that are commensurate with the private benefits conferred on Operator (the "Public Benefit").
2. Public Benefit Agreement. In consideration of the forgoing, Operator has agreed to pay the Public Benefit fee identified in Exhibit B. The terms and conditions contained in Exhibit B are incorporated into this Agreement.
3. Implementation of Cannabis Tax. Operator's obligation to pay the Public Benefit fee shall cease if the City of Guadalupe implements a tax, specifically applied to commercial cannabis businesses.

COMMUNITY BENEFITS

1. Community Service Program Agreement. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Community Benefit Program ("Community Program") to benefit the City and its residents and to foster equitable participation in the cannabis industry. Operator shall initiate its Community Program within three months of this Agreement's Effective Date and shall maintain that program for the entire term of the Agreement.
2. Written Plan. Operator has submitted, as part of its permit application, a written Community Benefit Plan ("Community Plan"). The Community Plan was used to develop the list of Required Benefits described below. Operator shall provide an annual report to the City Administrator and City Attorney on its progress in carrying-out the Community Program's goals and measurable outcomes. Upon request of the City Administrator or City Attorney, Operator shall also agree to provide a presentation to the City Council on the Community Program's goals and measurable outcomes. The Required Benefits may be modified in writing by request of the Operator and approval of the City Administrator or the City Attorney.

3. Required Benefits. The Operator has committed to providing the following benefits:

a. Direct and Indirect Giving

- i. Operator will donate \$4,000 per month during the first year of operations, followed by 1.5% of gross sales thereafter, to non-profit organizations who directly serve Guadalupe.
- ii. Operator will raise funds for upgrades to community sports fields and/or recreational facilities.

b. Volunteering

- i. Operator will provide at least 50 community service hours per month. Employees will be paid during volunteer hours, as they would during normal working hours.
- ii. Operator will organize cleanups, including an effort to adopt a section of Highway 1 near Guadalupe through the Adopt-A-Highway program.

c. Marketing Integration

- i. Operator will offer direct marketing integration in-store and through outbound direct marketing to customer lists.
- ii. Operator's lobby and retail floor area will feature rotating work from local artists, including paintings and decorative pieces that will reflect the Guadalupe community. If artwork is to be sold, 100% of the proceeds will go to the artist.

d. Local Business Partnership

- i. Operator will source 80% of supplies and equipment from businesses within 80 miles.
- ii. Operator will purchase coffee, snacks and meals from local restaurants for Operator employees and customer appreciation days.
- iii. Operator will source as many building materials as possible from locally owned hardware and building supply companies with locations in Guadalupe.
- iv. Operator shall use local contractors and labor for build-out and landscaping improvements.
- v. Operator will partner with a local manufacturing and distribution center in Guadalupe to manufacture and package all house branded products.
- vi. Operator will consider local area businesses for other services, including IT, staffing, security, hospitality, packaging, printing, interior design, HR and payroll, before searching outside of Guadalupe.
- vii. Root One will work with businesses in town to establish incentives for customers to stay in Guadalupe once their experience with us is complete.
- viii. Operator will work with businesses in town to establish other incentives for customers to stay in Guadalupe after visiting the Operator's place of business.

- ix. Operator will maintain membership in the Guadalupe Business Association, and help organize and advertise local events and awareness to attract visitors to town.
- x. Operator will maintain involvement in other local industry associations.

e. Scholarship Program

- i. Operator will provide two \$2,000 scholarships annually for graduating low income Guadalupe High School students studying to become teachers and those pursuing a degree in the agricultural industry.
- ii. Scholarship recipients will also have the option of working part-time at the Operator's retail or related cultivation operations as part of an apprenticeship program.

f. Local Hiring

- i. Operator will source at least 75% of employees from residents within a 15-mile radius of the business location.
- ii. Operator will give preferential hiring to job applicants who reside within Guadalupe, with secondary preference given to job applicants who reside in Santa Maria Valley.
- iii. Operator will offer a base wage of \$18.00 per hour for entry-level employees.
- iv. After a 60 day probationary period, Operator will offer all full time employees health, vision and dental benefits, access to 401(k), commuter tax benefits, employee discounts, and paid volunteer opportunities.
- v. Operator will enter into a labor peace agreement.
- vi. Operator will focus on hiring members of the community who have been victims of racial injustice, gender injustice, and the war on drugs.
- vii. Operator will focus on hiring bilingual employees at every level of employment.

g. Medical Patients and Veterans Program

- i. Operator will develop a Medical/Veteran Program, to provide free medical cannabis goods to local medical and/or hospice patients and veterans. Once enrolled, patients and veterans will receive a 15% discount on any order in store, as well as a monthly donation of cannabis.
- ii. Operator will work with other local cultivation, manufacturing and distribution companies to source donations for patients and veterans.

h. Other Commitments

- i. Operator will make at least 30% of shelf-space available to locally grown and/or manufactured cannabis brands, provided they are State compliant and carry a positive reputation.
- ii. Operator will explore developing a bike kitchen in Guadalupe.

iii. Operator will install at least one 22KW Electric Vehicle Charging Station onsite.

DEFAULT

1. Default. The failure by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement (“Charging Party”) shall give the other Party (“Charged Party”) not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such thirty (30) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.
2. Legal Proceedings. After expiration of the thirty (30) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement.
3. Periodic Review. Evidence of default may arise in the course of a periodic review of this Agreement. If any Party determines that another Party is in default following the completion of a periodic review, said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in thirty (30) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.
4. Permit Issuance and Renewal. In the event Operator is in default under the terms and conditions of this Agreement, no permit application shall be accepted or renewed by the City nor will any permit be issued or renewed to Operator until the default is cured, or the Agreement is terminated.

STANDARD TERMS AND CONDITIONS

1. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Santa Barbara.
2. Waiver. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party’s right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified in such express waiver.
3. Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

4. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Business Operations.
5. Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
6. Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural.
7. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.
8. Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.
9. Counterparts. This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
10. Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.
11. Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.
12. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.
13. Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.
14. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.
15. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
16. Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

17. Full Force and Effect. If any term, provision, covenant, or condition of this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.
18. Limitations. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Administrator, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.
19. Partners. The Parties are not, and shall not be construed, to be partners or joint ventures.
20. Third Parties. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

EXECUTED AS OF September 12, 2023.

[SIGNATURES ON THE NEXT PAGE]

CITY OF GUADALUPE

OPERATOR

Todd Bodem, City Administrator

Attest:

Amelia M. Villegas, City Clerk

Approved as to form:

Philip F. Sinco, City Attorney

EXHIBIT A

PHYSICAL LOCATION OF THE OPERATOR'S BUSINESS OPERATIONS

Property Address: 928 Guadalupe Street, Guadalupe CA 93434

EXHIBIT B

PUBLIC BENEFIT FEE

1. Applicability. The Public Benefit fee is levied upon business gross receipts. The Public Benefit fee shall not be separately identified or otherwise specifically assessed or charged to any member, customer, patient, or caretaker.
2. Definitions. The definitions cited in the Community Benefit Agreement are incorporated herein. The following additional words and phrases shall have the meanings set forth below when used in this Exhibit:
 - a. Business—All activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.
 - b. Calendar Year—January 1 through December 31, of the same year.
 - c. Cultivation—any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis and includes, but is not limited to, the operation of a nursery.
 - d. Distribution—the procurement, sale, and transport of cannabis and cannabis products between licensees.
 - e. Employee—each and every person engaged in the operation or conduct of any business, whether as Owner, member of the Owner's family, partner, associate, agent, manager, or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter, or any other form of compensation.
 - f. Engaged in Business as a Cannabis Business—means the commencing, conducting, operating, managing, or carrying on of a cannabis business, whether done as Owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities.
 - g. Fee Administrator—the City Administrator of the City of Guadalupe or his or her designee.
 - h. Gross Receipts—whether designated as a sales price, royalty, rent, membership fee, ATM service fee, delivery fee, slotting fee, any other fee, vaping room service charge, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, services and property of any kind or nature) received or payable for sales of goods, wares or merchandise, or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:
 - i. Cash discounts where allowed and taken on sales;

- ii. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
 - iii. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
 - iv. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the Operator in the regular course of business;
 - v. Cash value of sales, trades or transactions between departments or units of the same business located in the City of Guadalupe;
 - vi. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
 - vii. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;
 - viii. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the City Administrator with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.
 - ix. Retail sales of non-cannabis products, such as t-shirts, sweaters, hats, stickers, key chains, bags, books, posters, rolling papers, cannabis accessories such as pipes, pipe screens, vape pen batteries or other personal tangible property which the Fee Administrator has excluded in writing shall not be subject to the Public Benefit fee under this Chapter.
 - x. Payments made by the Operator (Seller) to a cannabis business (Buyer) for the difference in the original acquisition price and subsequent renegotiated or finalized selling price of products or services sold to a specific end customer. This type of transaction is referred to as a "Billback". The Operator must provide supporting documentation to substantiate the transaction in order to be eligible for an exemption.
- i. Manufacture—to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
 - j. Medicinal Cannabis or Medicinal Cannabis Product—cannabis or a cannabis product, intended to be sold or sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, for a medicinal

cannabis patient in California who possesses a physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71.

- k. Nursery—a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.
 - l. Processing—all activities associated with the drying, curing, grading, trimming, rolling, storing, packaging, and labeling of cannabis or nonmanufactured cannabis products.
 - m. Purchaser—the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.
 - n. Retailer—commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid Cannabis Business Permit from the City of Guadalupe authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer.
 - o. Sale, Sell, and To Sell—includes any sale, exchange, or barter. It shall also mean any transaction whereby, for any consideration, title to cannabis, and/or cannabis products are transferred from one person to another and includes the delivery of cannabis, and/or cannabis products pursuant to an order placed for the purchase of the same, but does not include the return of cannabis, and/or cannabis products to the licensee from whom the cannabis, and/or cannabis product was purchased.
 - p. Testing Laboratory—a cannabis business that (i) offers or performs tests of cannabis, and/or cannabis products, (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state, and (v) is registered with the Bureau of Cannabis Control or other state agency.
3. Public Benefit Fee Calculation. The Public Benefit fee shall be calculated as follows:
- a. For the retail sale of cannabis, the business shall be subject to a fee of six percent (6%) of gross receipts.
4. Reporting and Remittance of Fee—The Operator shall report and remit the Public Benefit fee as follows:
- a. The fee imposed by this Agreement shall be paid, in arrears, on a monthly basis. No later than the last day of the month following the close of the calendar month, the Operator shall file with the Fee Administrator a statement (“fee statement”) of the fee owed for that calendar month and the basis for calculating that fee. The Fee Administrator may require that the fee statement be submitted on a form prescribed by the Fee Administrator. The fee for each calendar month shall be due and payable on that same date that the fee statement for the calendar month is due.

- b. Upon cessation of the business, fee statements and payments shall be immediately due for all calendar months up to the calendar month during which cessation occurred.
 - c. The Fee Administrator may, at his or her discretion, establish alternative reporting and payment periods for the Operator as the Fee Administrator deems necessary to ensure effective collection of the Public Benefit fee. The Fee Administrator may require that the Operator make payments via a cashier's check, money order, wire transfer, or similar instrument.
- 5. Timely Remittance— Whenever any payment, statement, report, request or other communication is due, it must be received by the Fee Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday observed by the City, the due date shall be the next regular business day on which the City is open to the public.
- 6. Payment When Fees Deemed Delinquent— Unless otherwise specifically provided under other provisions of this Agreement, the fees required to be paid pursuant to this Agreement shall be deemed delinquent if not received by the Fee Administrator on or before the due date as specified.
- 7. Notice not required by the City—The City may as a courtesy send a fee notice to the Operator which owes the Public Benefit fee. However, the Fee Administrator is not required to send a delinquency or other notice or bill to the Operator. Failure to send such notice or bill shall not affect the validity of any fee or penalty due under the provisions of this Agreement.
- 8. Penalties and interest—Should the Operator fail or refuse to pay any Public Benefit fee required to be paid pursuant to this Agreement on or before the due date, the Operator shall pay penalties and interest as follows:
 - a. A penalty equal to ten percent (10%) of the amount of the fee, in addition to the amount of the fee, plus interest on the unpaid fee calculated from the due date of the fee at the rate of one percent (1%) per month.
 - b. If the fee remains unpaid for a period exceeding one calendar month beyond the due date, an interest at the rate of one percent (1.5%) per month on the unpaid fee and on the unpaid penalties.
 - c. Interest shall be applied at the rate of one percent (1%) per month on the first day of the month for the full month and will continue to accrue monthly on the fee and penalty until the balance is paid in full.
 - d. Whenever a check or electronic payment is submitted in payment of a Public Benefit fee and the payment is subsequently returned unpaid by the bank for any reason, the Operator will be liable for the fee amount due plus any fees, penalties and interest as provided for in this Agreement.
- 9. Refunds and Credits— No refund shall be made of any fee collected pursuant to this Agreement, except as follows:
 - a. Whenever the amount of the Public Benefit fee, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this

Agreement, it may be refunded to the Operator provided that a written claim for refund is filed with the Fee Administrator within one (1) year of the date the fee was originally due or paid, whichever came first.

- b. The Fee Administrator, his or her designee or any other City officer charged with the administration of this Agreement shall have the right to examine and audit all the books and business records of the Operator in order to determine the eligibility to the claimed refund. No claim for refund shall be allowed if the Operator refuses to allow such examination of books and business records after request by the Fee Administrator to do so.
 - c. In the event that the Public Benefit fee was erroneously paid in an amount in excess of the fee due, and the error is attributable to the City, the City shall refund the amount of fee erroneously paid; provided that (i) a claim for refund has been timely filed with the Fee Administrator; and (ii) the refund cannot exceed, under any circumstance, the amount of fee overpaid during the twelve months preceding the last month for which the claim states the fee was overpaid.
10. Administration of the Fee— It shall be the duty of the Fee Administrator to collect the fees, penalties, and perform the duties required by this Agreement. The Fee Administrator may take such actions as needed to administer the Public Benefit fee, including but not limited to:
- a. Provide the Operator forms for the reporting of the fee;
 - b. Provide information to the Operator concerning the provisions of the fee;
 - c. Receive and record all fees remitted to the City;
 - d. Maintain records of Operator reports and fees collected;
 - e. Assess penalties and interest to Operator pursuant to this Agreement;
 - f. Determine amounts owed under and enforce collection pursuant to this Agreement.
11. Enforcement Action to Collect— Any fee, penalties and/or interest required to be paid under the provisions of this Agreement shall be deemed a debt owed to the City. The provisions of this Agreement shall not be deemed a limitation upon the right of the City to bring any other action including civil and equitable actions, based upon the failure to pay the fees, penalties and/or interest imposed by this Agreement or the failure to comply with any of the provisions of this Agreement.
12. Audit and Examination of Records— For the purpose of ascertaining the amount of Public Benefit fee owed or verifying any representations made by the Operator to the City in support of his or her fee calculation, the Fee Administrator shall have the power to inspect the Operator's site and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the Fee Administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records. It shall be the duty of the Operator for the collection and payment to the City of any fee imposed by this Agreement to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such fee as the Operator may have been liable for

the collection of and payment to the City, which records the Fee Administrator or his/her designee shall have the right to inspect at all reasonable times.

13. Revocation—The City may revoke or refuse to renew the Operating Agreement if the Operator is delinquent in the payment of any fee due pursuant to this Agreement or that fails to make a deposit required by the Fee Administrator pursuant to this Agreement, for more than ninety (90) days after the payment or deposit is due.

RESOLUTION NO. 2023-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE COMMUNITY BENEFITS AGREEMENT BETWEEN THE CITY OF GUADALUPE AND SLOCAL MANAGEMENT LLC, DBA ROOT ONE, FOR THE OPERATION OF A CANNABIS STOREFRONT RETAIL BUSINESS LOCATED AT 928 GUADALUPE STREET

WHEREAS, on May 25, 2021, by Ordinance No. 2021-494, the City Council adopted Chapter 9.22 of the Guadalupe Municipal Code (“GMC”) relating to the operation of commercial cannabis business activity in the City; and

WHEREAS, on November 15, 2021, SLOCAL Management LLC (“Operator”) submitted an application to the City of Guadalupe for a cannabis business consisting of a storefront retail license located at 928 Guadalupe Street, Guadalupe, CA, whose operations include both storefront retail sales and sales via delivery to residences; and

WHEREAS, pursuant to the process established in Chapter 9.22 of the GMC and in accordance with the Application Procedures and Guidelines for a Commercial Cannabis Business Permit adopted by the City Council, the Operator’s application was vetted by the City Administrator, and presented to the City Council for final selection and authorization to complete the process for obtaining a cannabis business permit (“CBP”); and

WHEREAS, as part of the application vetting and selection process, the Operator was required to include in its application a description of the community benefits it was willing to offer to the City and its citizens for the opportunity to open and operate a cannabis business in the City; and

WHEREAS, pursuant to Section 9.22.110 of the GMC, “any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City’s approval, if and when a cannabis business permit is issued”; and

WHEREAS, pursuant to Section 9.22.370 of the GMC, “prior to operating in the City and as a condition of issuance of a cannabis business permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare”; and

WHEREAS, the Operator’s application included a description of such community benefits which have been incorporated into the attached Community Benefits Agreement (“Agreement”); and

WHEREAS, the Agreement and its terms and conditions are incorporated into the conditions of approval made part of the CBP granted to the Applicant, and the Applicant's breaches of this Agreement shall be deemed violations of said CBP; and

WHEREAS, the Agreement satisfies the condition of issuance set forth in Sections 9.22.110 and 9.22.370 of the GMC; and

WHEREAS, the City Council reviewed, considered, and adopted Resolution No. 2023-75 approving the attached Community Benefit Agreement by and between the City of Guadalupe and SLOCAL Management LLC, dba Root One for the operation of a cannabis retail business located at 928 Gaudalupe Street at its meeting on September 12, 2023.

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

SECTION 1: The attached Community Benefit Agreement between the City of Guadalupe and SLOCAL Management LLC, dba Root One is hereby approved.

SECTION 2: City Administrator Todd Bodem is authorized to sign the Agreement on behalf of the City.

SECTION 3: The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-75**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Hannah Sanchez

Todd Bodem

Prepared by:
Hannah Sanchez, Recreation Services Manager

Approved by:
Todd Bodem, City Administrator

SUBJECT: Recreation & Parks Commission Soliciting for a Non-Profit to Secure Jack O'Connell Turf Funding

RECOMMENDATION:

For City Council to approve the Recreation & Parks Commission's solicitation for a non-profit to secure funding and the administration of a grant to install turf at Jack O'Connell Park.

BACKGROUND:

Jack O'Connell Park is the largest park in Guadalupe. It offers an abundance of space for various outdoor activities. While the open space grass area is used for many sports and recreational activities, it is mostly known for being the home of the Guadalupe Bulldogs youth football teams. While this park provides plenty of space, the upkeep has always been an ongoing struggle as the pests such as gophers have always been present there creating many holes on the field. As the safety of our community members and specifically our youth is extremely important to the city, this issue has always been a concern.

There are funding opportunities available to be able to replace the grass at Jack O'Connell Park with turf and create a city multipurpose stadium. It could include track & field, football, and soccer amenities. This could not only be utilized by the Guadalupe Bulldogs but also the community as a whole. This could also be a revenue generator as well as a draw for Guadalupe to bring more business in general to the city.

Although there are funding opportunities available, the city at this time does not have the bandwidth to procure and administer a grant.

DISCUSSION:

The Recreation & Parks Commission is requesting the city council's approval to solicit for a non-profit to procure and administer a grant on behalf of the commission and city that would fund a stadium for recreational use at Jack O'Connell Park.

FISCAL IMPACT:

There would be no direct fiscal impact as the non-profit would work with the Recreation & Parks Commission to procure funding for this project at no cost to the city.

ATTACHMENT:

1. Jack O'Connell Park Turf Proposal

A photograph of a football field at night. In the foreground, a brown football with white laces and stripes is positioned on the left. The field is covered in green grass, and the background is dark with a row of bright stadium lights along the top edge, creating a bokeh effect.

JACK O'CONNELL ARTIFICIAL TURF PROPOSAL

RECREATION & PARKS COMMISSION

EMILY DREILING

RERC PLANNING MEETING APRIL 2023

WHAT DO YOUTH IN COMMUNITY WANT?



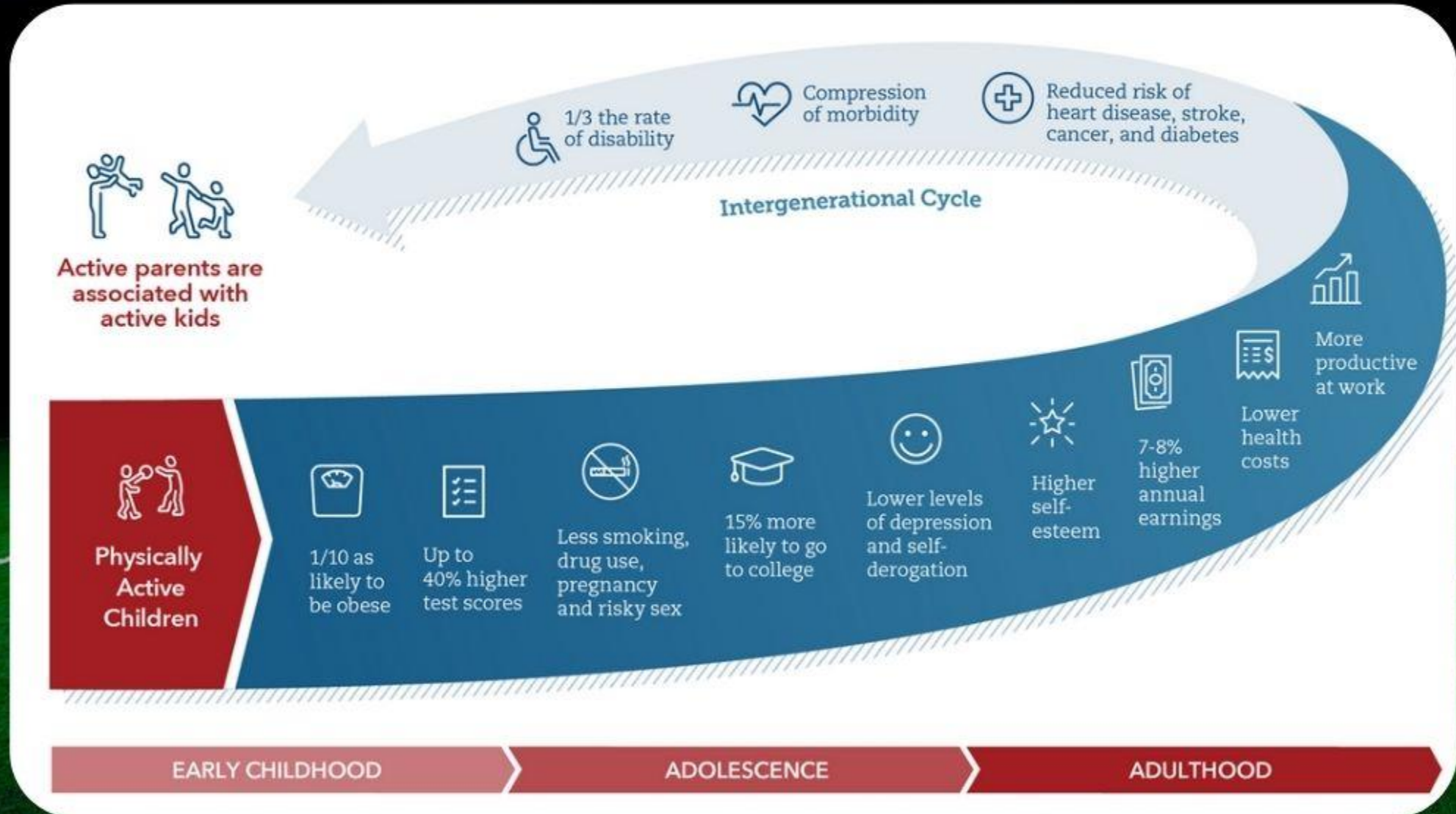
SPORTS FIELD



WHY DOES ARTIFICIAL TURF MAKE SENSE FOR GUADALUPE?

- SAFETY TO ATHLETES: REDUCED RISK OF INJURY CAUSED BY GOPHER HOLES
- IMPROVED ACCESS TO ORGANIZED SPORTS (SOCCER, FOOTBALL, CHEERLEADING, TRACK AND FIELD)
- REDUCED MAINTENANCE COSTS TO THE CITY
 - ARTIFICIAL TURF: 6-10K PER YEAR VS. GRASS 40K
 - 10 YEAR ESTIMATE: 100K VS 400K
- REVENUE SOURCE FOR THE COMMUNITY AT LARGE: SOCCER/FOOTBALL TOURNAMENTS, TRACK AND FIELD.
 - ABILITY TO CHARGE FOR USE AND INCREASED BUSINESS FOR LOCAL DOWNTOWN BUSINESSES

ACTIVE YOUTH DO BETTER IN LIFE



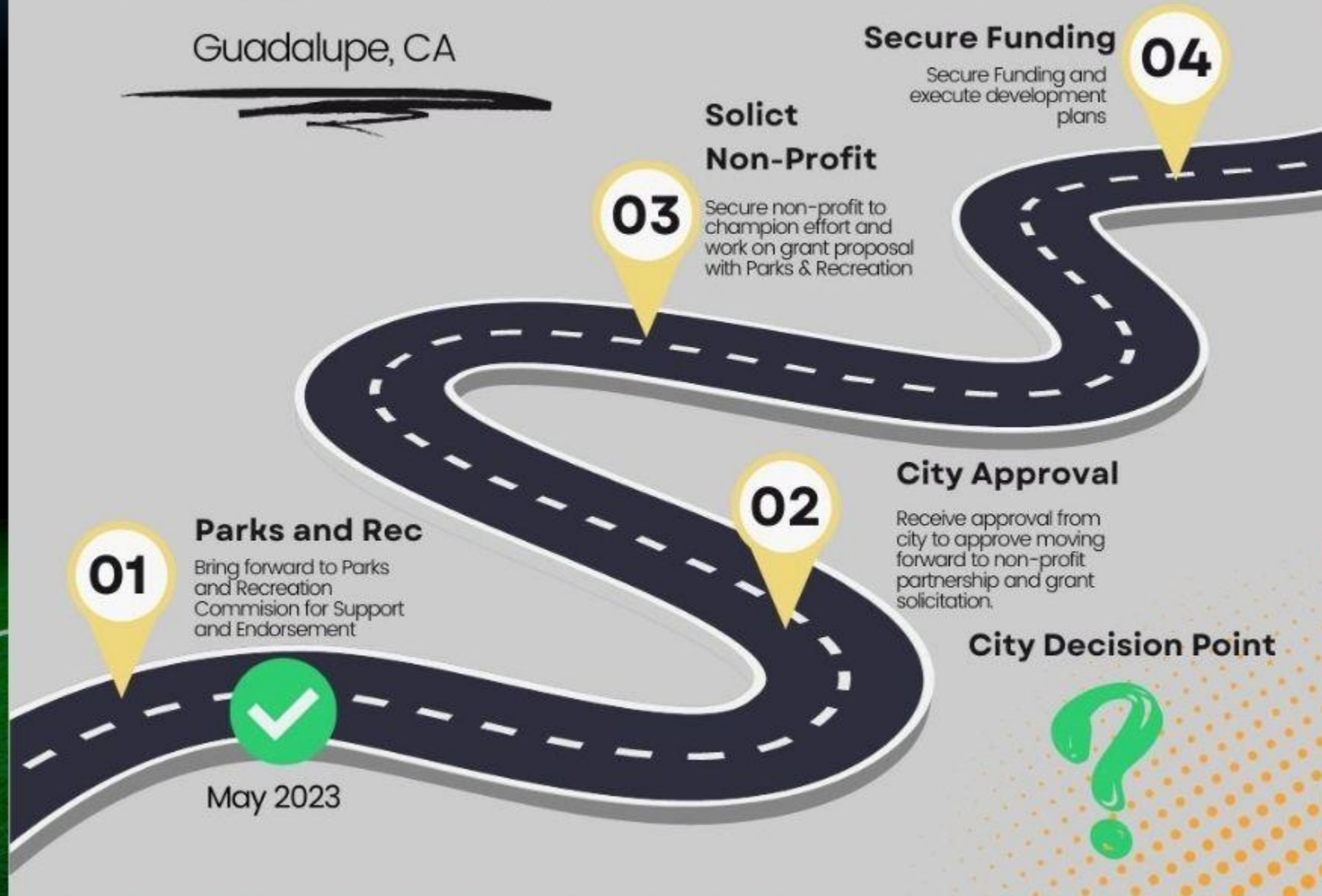
COST ESTIMATE

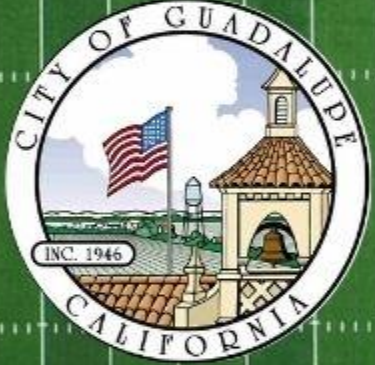
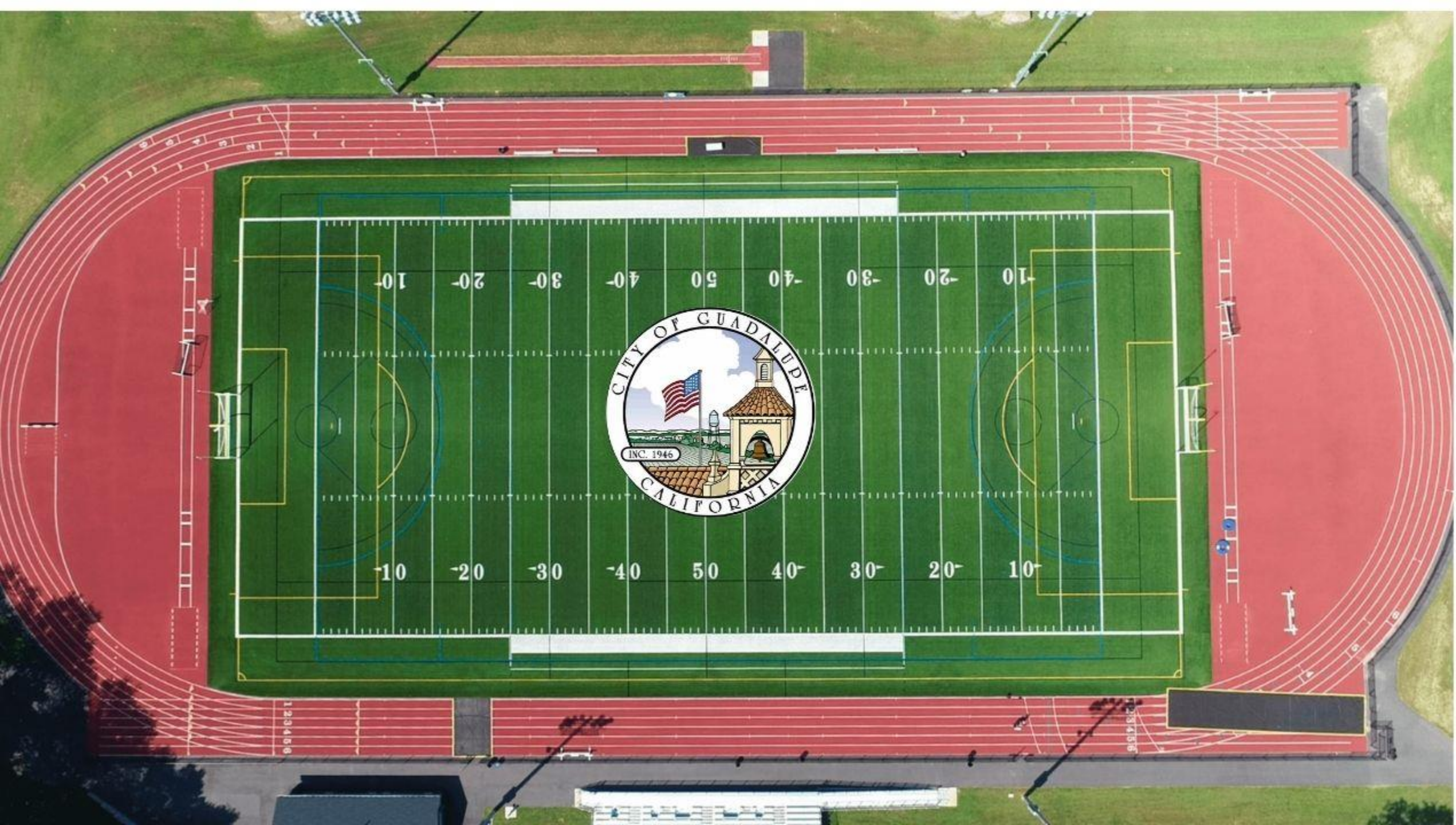
Costs of turf field construction	Artificial turf field	Natural grass
Construction costs	\$700,000 - \$1,500,000	\$400,000 - \$820,000
Maintenance costs	\$6,000 - \$10,000 x 10 years = \$60,000 - \$100,000	\$18,000 - \$44,000
Utilization time/year	2,800 hrs x 10 years = 28,000 hrs.	800 hrs. x 10 years = 8,000 hrs.
Cost per hour of use	\$27 - \$57	\$52 - \$108

- This table compares sample costs for a turf field and a natural grass field, including the annual maintenance and upkeep costs. The last line breaks everything down to costs per one playing hour.
- These calculations assume a pitch size of 320 ft x 200 ft, backfill with sand and an EPDM infill granule, ancillary construction costs and taxes.

Artificial Turf Plan of Action

Guadalupe, CA





Questions!



**CITY VOTE:
MOVE FOWARD TO SOLICIT FOR NON-PROFIT
SUPPORT TO SECURE FUNDING?**





REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023

Hannah Sanchez

Todd Bodem

Prepared by:
Hannah Sanchez, Recreation Services Manager

Approved by:
Todd Bodem, City Administrator

SUBJECT: City Facility and Parks Use Fee Schedule Update

RECOMMENDATION:

That the City Council review the changes made to the City's Master Fee Schedule and provide recommendations for final changes or approve the fee schedule as presented.

BACKGROUND:

Guadalupe facilities available for rentals are used for a variety of reasons. Previous rentals have included use for small gatherings, meetings, birthdays, wedding receptions, recreational use, and non-profit use. Given the wide variety of use, the fee schedule needed to be updated to provide fees that align with the usage of the facility.

Because of the high amount of non-profit and recreational use, the fee schedule needed to be updated to offer prices specifically for that use. These fees are discounted to meet the communities' needs while still providing compensation for use to the city. In addition, the fee schedule was missing costs for Jack O'Connell costs for field use.

DISCUSSION:

The attached fee schedule begins with an introduction page. This page defines terms seen in the fee schedule to provide clarity to residents. In addition to the terms, the intro page provides the possible additional costs for rental of any city facilities if applicable.

The main changes made to all facility fees/rates are the deposit, hourly rate, and non-profit rate format. Previously the deposit was a flat rate for all rentals regardless of what the event was. This was a cause for concern because a renter with a small, quiet gathering was paying the same deposit as a renter with a birthday or wedding reception would pay. The number of guests is often an indicator of the type of event that it is going to be held. This is why staff recommends changing the

deposit to this format. The split for cost based on number of guests was based on the total capacity limit for each facility.

The hourly rate was previously split based of resident rates versus non-resident rates. After staff did research on other cities in the area, it was noted that other cities split their hourly rate based on the space being rented during business hours or after business hours. This model fits the city and communities needs because it encourages renters to make preparations or run their event during business hours. This not only saves the city money, but also allows for easier coordination of the rental. The increase in the “Outside of Business Hours” rate would cover additional costs associated with the use of the facility and staff time.

The non-profit rate format was changed for all facilities. It is staff’s belief that the bulk of non-profit events should be able to be held within four hours. This is why staff recommends a four hour discounted flat rate for non-profits with any additional time charged by the hour with the non-profit hourly rate.

Please see reasoning for changes to each individual facility/park below.

Facilities

- Whole City Council Chambers
 - The fees stayed the same except for the deposit and non-profit rate
 - Deposit: Original deposit was a total of \$100 with \$50 refundable if returned to original condition. The change was made to \$50 with no refund if the party is expecting 35 or fewer guests and \$100 with \$50 refundable for parties of 36 guests or more.
 - Non-profit rate: 20% deduction of regular rates.
- Half City Council Chambers
 - The fees stayed the same except for the deposit and non-profit rate
 - Deposit: Original deposit was a total of \$100 with \$50 refundable if returned to original condition. The change was made to \$50 with no refund if the party is expecting 35 or fewer guests and \$100 with \$50 refundable for parties of 36 guests or more.
 - Non-profit rate: 20% deduction of regular rates
- Senior Center
 - The kitchen use fee, deposit, and non-profit rate were changed.
 - Kitchen Use: With the replacement of kitchen amenities, the fee for kitchen use was raised from \$50 to \$100.
 - Deposit: Original deposit was a total of \$200 with \$100 refundable if returned to original condition. The change was made to \$150 with no refund if the party is expecting 35 or fewer guests and \$250 with \$125 refundable for parties of 36 guests or more.
 - Non-profit rate: 20% deduction from regular rates
- Veteran’s Hall
 - The deposit, hourly rate, and non-profit rate were changed.

- Deposit: Original deposit was a total of \$500 with \$250 refundable if returned to original condition. The change was made to \$150 with no refund if the party is expecting 35 or fewer guests and \$250 with \$125 refundable for parties of 36 guests or more. The cost was dropped because it was currently the same rate as the auditorium. The capacity and amenities are much more similar to the Senior Center than to the auditorium. Although this cost was dropped, staff anticipate more rentals of this space now that the rate is a more accurate reflection of the space and amenities available at that facility.
- Hourly Rate: To be a middle ground between the Senior Center and Auditorium rates the hourly rate was decreased from \$90 and \$110 per hour to \$40 during business hours and \$50 during off hours.
- Non-profit rate: 20% deduction from regular rate
- LeRoy Community Center: LeRoy Community Center currently did not have any fees/rates set. Staff created rates based on rates set for other facilities, occupancy, and amenities.

Boys and Girls Club has requested that BGC be compensated for their staff coverage of any events run through the city. They requested that they be compensated at \$40 per hour for city events. This request if approved by city council would be deducted from the overall rate to rent and paid to BGC.

Please review the proposed rates.

- City Hall Auditorium
 - The deposit and non-profit rates were changed.
 - Deposit: The original deposit was \$500 with \$250 refundable if returned to original status. Regardless of the event or number of people attending. To accommodate all types of events at fair rates the deposit is broken up into the number of guests. Please review changes.
 - Non-profit rates: 20% deduction from regular rate

Parks

- BBQ Area Rates: The original rates for BBQ area rentals were too involved and were simplified to just one flat rate like most parks have. The original rates were as follows:
 - Reservation Lock In Date: \$60
 - Deposit: \$100
 - Hourly Resident Rate: \$40
 - Hourly Non-Resident Rate: \$50

Although the cost overall will be decreased it is staff's belief from community feedback that there will be more rentals with this new rate set in place as many did not rate because they felt the cost was too high. In comparison to other cities, it was extremely high.

- LeRoy Park BBQ Area: It is staff's recommendation that LeRoy Park only be rented out for community events, but that all outdoor organized recreation events be held at Jack O'Connell Park.
 - Please review changes.

- Jack O’Connell
 - BBQ Area: Please review changes.
 - All Fields Fees & Rates: These rates were put together based on what cities similar to our size and demographic charge for their outdoor recreation facilities.
- Downtown Parking Rental: Staff is recommending changes to this fee based on the type of use. The downtown parking lot is rented for the approved Fiestas Patrias and Christmas Parade. These events necessitate for city staff to set up no parking signs in order to clear the lot prior to event, ensure that all cars are removed from the lot, and clean up after the event. Staff recommends an increase in this charge as it is only a one-time fee.
 - The fees were increased.
 - One-time Use Fee: This was changed from \$60 to \$100.
 - Fee: This was changed from \$100 with \$50 refundable to a \$200 per day charge.

FISCAL IMPACT:

It is staff’s belief that with the following changes made that we should receive more rentals. It is anticipated that many of the changes made will save the city money. Staff will be using the current summary of rentals found in the Recreation & Parks Monthly Report to measure if there has been an uptick in rentals based on these fee changes.

ATTACHMENTS:

1. Proposed City Facility & Parks Use Fee Schedule
2. Resolution No. 2023-76

<u>MASTER FEE SCHEDULE -- PART 2</u>	
Park & Facility Use + Special Events	Current Fee
<u>CITY AUDITORIUM/GYMNASIUM</u>	
Reservation Deposit (Applied to Deposit at the two-week mark, non-refundable if event is cancelled)	\$100
Kitchen Use (Non-Refundable)	\$100
Deposit (Partially Refundable; See Cancellation Schedule)	
<i>Under 60 Guests</i>	\$250
<i>Under 150 Guests</i>	\$500
<i>Over 150 Guests w/out Alcohol</i>	\$800
<i>Over 150 Guests w/Alcohol</i>	\$1,000
Rental Fees (see Refundable/Cancellation Schedule)	
During Business Hours (per hour)	\$90
Outside Business Hours (per hour)	\$110
City Approved local non-profits/schools/other approved fraternal/social organizations	
Deposit	
Under 150 Guests	\$400
Over 150 Guests w/out Alcohol	\$640
Over 150 Guests w/Alcohol	\$800
During Business Hours (per hour)	\$72
Outside Business Hours (per hour)	\$88
Non-profit Fees for Team Use	
Deposit	\$50
During Business Hours (per hour)	\$15
Outside Business Hours (per hour)	\$30
<u>VETERAN'S HALL (AMERICAN LEGION)</u>	
Reservation Deposit (Applied to Deposit at the two week mark, non-refundable if event is cancelled)	\$50
Kitchen Use (Non-Refundable)	\$100
Deposit (Partially Refundable; See Cancellation Schedule)	
<i>Under 35 Guests</i>	\$150
<i>Over 35 Guests</i>	\$250
Dinning Hall	
During Business Hours (per hour)	\$40
Outside Business Hours (per hour)	\$50
City Approved local non-profits/schools/other approved fraternal/social organizations	
Deposit	\$50
During Business Hours (per hour)	\$32
Outside Business Hours (per hour)	\$40
<u>SENIOR CENTER</u>	
Reservation Deposit (Applied to Deposit at the two week mark, non-refundable if event is cancelled)	\$50
Kitchen Use (Non-Refundable)	\$100
Deposit (Partially Refundable; See Cancellation Schedule)	\$200
<i>Under 35 Guests</i>	\$150
<i>Over 35 Guests</i>	\$250
Rental Fees Room 1 (see Refundable/Cancellation Schedule)	
During Business Hours (per hour)	\$30
Outside Business Hours (per hour)	\$40
City Approved local non-profits/schools/other approved fraternal/social organizations	
Deposit	\$50
During Business Hours (per hour)	\$24
Outside Business Hours (per hour)	\$32
Rental Fees Rooms 2 & 3 (see Refundable/Cancellation Schedule)	
<i>City Approved/designated Non-profits Rooms 2 & 3</i>	\$15
<i>City Approved/designated Non-profits Rooms 2 & 3</i>	\$10
<u>COUNCIL CHAMBERS</u>	
Reservation Deposit (Non-Refundable)	\$50
Deposit (See Refundable/Cancellation Schedule)	\$100
<i>Under 35 Guests</i>	\$50
<i>Over 35 Guests</i>	\$100
Rental Fees (see Refundable/Cancellation Schedule)	
During Business Hours (per hour)	
Half Chamber	\$20

MASTER FEE SCHEDULE -- PART 2

Park & Facility Use + Special Events	Current Fee
Entire Chamber	\$30
Outside Business Hours (per hour)	
Half Chamber	\$30
Entire Chamber	\$40
City Approved local non-profits/schools/other approved fraternal/social organizations	
Deposit	\$50
During Business Hours (per hour)	
Half Chamber	\$16
Entire Chamber	\$24
Outside Business Hours (per hour)	
Half Chamber	\$24
Entire Chamber	\$32
<u>LEROY COMMUNITY CENTER/RON ESTABILLO CLUBHOUSE</u>	
Arts & Crafts Room/Stage Area	
Reservation Deposit (Non-Refundable)	\$20
During Business Hours (per hour)	\$15
Outside Business Hours (per hour)	\$40
Gymnasium	
Reservation Deposit (Non-Refundable)	\$100
During Business Hours (per hour)	\$90
Outside Business Hours (per hour)	\$110
City Approved local non-profits/schools/other approved fraternal/social organizations Team Use	
Reservation Deposit (Non-Refundable)	\$50
Hourly Rate	\$45
<u>LEROY PARK (FLAT RATES)</u>	
BBQ Area	\$215
BBQ Area Non-Profit	\$150
Full Park	\$650
Full Park Non-Profit	\$520
<u>JACK O'CONNELL PARK</u>	
BBQ Area Flat Rate	\$160
BBQ Area Non-Profit Flat Rate	\$100
Full Park Flat Rate	\$500
Full Park Non-Profit Flat Rate	\$400
All Fields for Recreational Use Fees	
Reservation Deposit (Non-refundable)	\$100/per day for tournaments/game days
Field Use (per hour)	
Private Use	\$30
Non-profit Use	\$15
<u>DOWNTOWN CITY PARKING LOT**</u>	
One-Time User Fee (Non-Refundable)	\$100
Fee	\$200/day
<u>SPECIAL EVENTS</u>	
Mexican Independence Day Parade & Fiesta	Full Cost Recovery for City overtime and all City out-of pocket costs. No charge for staff assistance during regular work week.
Christmas Parade	
Guadalupe PD/Lions Club Trunk or Treat	
Other Events Approved by Council	
<i>Any requested service not covered by Master Fee Schedule will be charged actual cost at full cost recovery. Full cost recovery = direct cost (personnel time & materials) + 35% overhead.</i>	
<small>*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits</small>	
<small>**Only available for special events authorized by City Council.</small>	

RESOLUTION NO. 2023-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AMENDING THE MASTER FEE SCHEDULE – PART 2, SECTION B-1, PARK & FACILITY USE & SPECIAL EVENTS

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges for use of City facilities and parks; and

WHEREAS, the City of Guadalupe Municipal Code section 3.32.030.A provides that all fees charged by the City for the use of City facilities, delivery of City services, business licenses, and other regulatory or revenue-producing activities not otherwise preempted by the County, State or federal jurisdictions, shall be established and adjusted by the City Council resolution; and

WHEREAS, the City of Guadalupe supports youth recreation and other events and the use of City facilities and parks in the community; and

WHEREAS, the City facilities and parks must be maintained to be appropriately viable for rental purposes; and

WHEREAS, the City cannot provide such facilities and parks for rental purposes without reasonable rental fees to be charged; and

WHEREAS, after receiving a report of the proposed changes in fees and charges contained in the City of Guadalupe Master Fee Schedule – Part 2, Section B-1, the City Council deems it in the public interest and welfare to modify these fees.

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

SECTION 1: The recitals herein are adopted as findings of the City Council. After receiving a report of the proposed changes in fees and charges set forth in the City of Guadalupe Master Fee Schedule – Part 2, Section B-1, the City Council hereby approves the modifications contained in the said proposed schedule.

SECTION 2: All the fees and charges approved by this resolution are effective immediately.

SECTION 3: The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting on the 12th of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being **Resolution No. 2023-76** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Phillip Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 12, 2023**

Michael Cash

Todd Bodem

Prepared by:
Michael Cash, Director of Public Safety

Approved by:
Todd Bodem, City Administrator

SUBJECT: Expansion of the residential permit parking pilot project in the 1000 block of Guadalupe Street.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2023-77 expanding the pilot program for the 1000 block of Guadalupe Street.

BACKGROUND:

As reported to the City Council at its meeting on May 10, 2022, Public Safety staff had received a city departmental request to enforce the downtown posted, "No Overnight Street Parking between the hours of 12 midnight and 6 a.m." parking regulation to enable the weekly Friday morning street sweeping contracted activity. In connection with this request, City police officers issued parking citations for illegally parking in the area after hours. Several residents who reside in the 1000 block of Guadalupe St. complained about these citations, and stated there are no available off-street parking spaces for them to park. These residents requested assistance from the City with this problem.

At that time, staff believed that within this one-block location, 1000 Guadalupe Street, only four (4) residential units did not have off-street parking. The Director of Public Safety reported at the May 10th Council meeting about this situation and requested direction from the Council on how to proceed. Information concerning how other cities have handled similar parking issues, including permit parking programs, was provided.

The City Council directed staff to develop a permit parking program that would allow the residents at these four (4) residential units located in the 1000 block of Guadalupe Street to legally park their vehicles overnight with the exception of Friday mornings before 6 a.m. so that street sweeping can be performed.

Since that time, it has come to the attention of staff that there are more than only four (4) residential units that do not have off-street parking in the 1000 block of Guadalupe Street. Several residents from this area spoke during the Community Forum portion of the City Council meeting of August 22, 2023, and explained that they did not have off-street parking for their units, which was a fact previously unknown to Public Safety staff.

DISCUSSION:

California Vehicle Code §22507 provides that cities may, by resolution, designate streets upon which adjacent businesses and residents and their guests may have preferential parking privileges via a permit system, while other parking is restricted. If such a permit parking system is established, Section 22507 requires that signs or markings giving adequate notice of the permit parking system must be posted before the resolution applies.

In response to Council’s previous direction given at the May 10th Council meeting, and consistent with Vehicle Code §22507, staff developed a pilot permit parking program exclusive for the 1000 block of Guadalupe Street. The program authorized highly limited permit parking--possible only for the four residences that lack onsite parking. In retrospect, staff should not have limited the program only to these four specific residences since, as it turned out, there were some additional properties without off-street parking in the 1000 block of Guadalupe Street that were unknown to staff.

The proposed resolution for the Council’s consideration is essentially the same as the resolution that established the pilot residential parking program for the 1000 block of Guadalupe Street, but eliminates reference to the number of residences in this area without off-street parking.

The staff report for the establishment of this pilot program stated that, should this pilot program be “successful, it could be expanded to other areas in the City that face similar challenges. If the pilot program is not successful, the Council could eliminate it.” Staff believes that this program could be made permanent for the 1000 block of Guadalupe Street because it appears to have solved a significant problem for residents in this area who do not have off-street parking, and should the Council agree, staff would welcome any direction from the Council concerning that. In addition, the Council may wish to consider allowing this program to apply City-wide, on a case-by-case basis. If so, staff would again welcome any direction from the Council concerning this.

FISCAL IMPACT:

None.

ATTACHMENT:

1. Resolution No. 2023-77 expanding the pilot residential permit parking program for the 1000 block of Guadalupe Street.

RESOLUTION NO. 2023-77

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA,
EXPANDING THE PILOT RESIDENTIAL PERMIT PARKING PROGRAM
FOR THE 1000 BLOCK OF GUADALUPE STREET**

WHEREAS, under California Vehicle Code §22507, cities may by resolution designate streets upon which adjacent businesses and residents and their guests may have preferential parking privileges via a permit system, while other parking is restricted; and

WHEREAS, Section 22507 requires that signs or markings giving adequate notice of the permit parking system must be posted before the resolution applies; and

WHEREAS, the City has previously prohibited parking between the hours of 12:00 midnight and 6:00 a.m. in the 1000 Block of Guadalupe Street, and has provided notice of this restriction via signage; and

WHEREAS, the City has arranged for street sweeping on the 1000 Block of Guadalupe Street on Friday mornings; and

WHEREAS, the City had received written complaints about the lack of available parking from several area residents who have received parking citations; and

WHEREAS, the City Council received a report from the Director of Public Safety indicating that four of the residential units on the 1000 Block of Guadalupe Street did not have available onsite parking onsite at its May 10, 2022, meeting; and

WHEREAS, at its meeting on July 12, 2022, the City Council, by Resolution No. 2022-62, authorized the establishment of a pilot parking permit program to allow residents of the 1000 Block of Guadalupe Street and their guests who do not have onsite parking to apply based on hardship for permits to park on Guadalupe Street during restricted hours except as specified (i.e., for street sweeping); and

WHEREAS, the program was thereafter successfully implemented, but it subsequently came to the City's attention that there were more than only four (4) residential properties in the 1000 block of Guadalupe Street that did not have off-street parking, and several of the residents of these properties came to the City Council's meeting of August 22, 2023, and spoke about this during the Community Participating Forum portion of the meeting; and

WHEREAS, because the resolution that established the pilot permit parking program only applied to four (4) residential properties on the 1000 block of Guadalupe Street, in order to issue permits for the additional residents who reside in the 1000 block of Guadalupe Street and do not have off-street parking, it is necessary to expand the program to any and all residents who reside in the 1000 block of Guadalupe Street and lack off-street parking.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Guadalupe:

SECTION 1: The 1000 Block of Guadalupe Street is a street previously designated by the Council to allow preferential parking permits allowing parking on Guadalupe Street without respect to time limits (except for street sweeping as stated on posted signs) for those residents (and their guests) who reside on a property that does not have off-street parking.

SECTION 2: The Director of Public Safety is authorized to expand this pilot permit parking program to all properties in the 1000 block of Guadalupe Street beyond the four (4) specific residences originally identified by staff at the time when the program was established.

SECTION 3: The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting on the 12th day of September 2023 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia M. Villegas, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. **Resolution No. 2023-77** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held on September 12, 2023, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney



Agenda Item No. 17

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE Agenda of September 12, 2023

Philip F. Sinco

Prepared by:
Philip F. Sinco, City Attorney

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Expedited permitting process for EV charging stations

RECOMMENDATION:

That the City Council introduce and conduct the first reading by title only, waiving further reading of Ordinance No. 2023-511 establishing an expedited permitting process for electric vehicle charging stations.

BACKGROUND:

In October 2015, AB 1236 was signed into law (codified as Government Code section 65850.7). AB 1236 required local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations (EVCS) on or before September 30, 2017. While this law has been in effect since 2016, due to lack of awareness and enforcement, a new bill (AB 970) was passed extending the deadline for jurisdictions that were supposed to have adopted an ordinance to streamline EV charging stations for jurisdictions over 200,000 to January 2022, and for jurisdictions (like Guadalupe) with less than 200,000, until January 1, 2023. The City has not yet adopted such an ordinance and is slightly behind. The proposed ordinance attached hereto (**Attachment 1**) is intended to satisfy State requirements for compliance with AB 1236 and AB 970.

DISCUSSION:

An electric vehicle charging station as defined in AB 1236 means any level of electric vehicle supply equipment station that delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. California Government Code Section 65850.7 states that, "it is the policy of the State to promote and encourage the installation and use of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for such stations." Encouraging electric vehicle charging stations is also identified in the City's budget and Strategic Plan. Streamlining permitting processes for electric vehicle charging infrastructure can help to reduce the time and soft costs associated with installation and accelerate the use of electric vehicles.

Below is a summary of the provisions required by AB 1236:

- Permitting Checklist – A checklist of all requirements needed for expedited review is required to be available and posted on the City website. The checklist may be based on recommendations in the most current version of the "Plug-in Electric Vehicle Infrastructure Permitting Checklist" in the Zero-Emission

Vehicles in California: Community Readiness Guidebook published by the Governor’s Office of Planning and Research.

- Administrative Approval of EVCS – Projects that meet the expedited checklist shall be deemed complete and administratively approved through building permit or other non-discretionary permit.
- Approval Limited to Health and Safety Review – Project review is limited to health and safety requirements found under local, state, and federal law. The decision of the building official is appealable to the Planning Commission. Such approval does not authorize an applicant to energize or utilize the EVCS until approval is granted by the City.
- Electronic Submittal and Signatures Accepted – The Building Official shall allow for electronic submittal of permit applications as well as accept electronic signatures on permit applications.
- EVCS Not Subject to Association Approval – Permit approval is not subject to approval of an association, as defined in California Civil Code Section 4080.
- One Complete Deficiency Notice – Issuance of one complete written correction notice detailing all deficiencies in an incomplete application and any additional information needed to be eligible for expedited permit issuance.

In addition, in order to further ease the ability to install EV charging stations, the Planning Director decided to amend various sections of Title 18 (Zoning Ordinance) to make approval of EV charging stations subject to a ministerial approval in multi-family residential zones as well as manufacturing, industrial, and public facilities zones (unless the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety, in which case a conditional use permit will be required). These changes are included in the proposed ordinance (**Attachment 1**).

CEQA:

The proposed ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the activity is not a project as defined in Section 15378 and Section 15061(b)(3) of the CEQA Guidelines, because the activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. A Notice of Exemption is attached hereto (**Attachment 2**).

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Ordinance No. 2023-511 entitled “An Ordinance of the City of Guadalupe, California, Amending Title 15 and Various Sections of Title 18 of the Guadalupe Municipal Code Establishing a Streamlined Permitting Process for Electric Vehicle Charging Stations, and Title 18, Allowing the Ministerial Approval of EVCS in Multi-Family Developments in R-2 and R-3 Zone Designations”.
2. Notice of Exemption

ORDINANCE NO. 2023-511

AN ORDINANCE OF THE CITY OF GUADALUPE, CALIFORNIA, AMENDING TITLE 15 AND VARIOUS SECTIONS OF TITLE 18 OF THE GUADALUPE MUNICIPAL CODE ESTABLISHING A STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of California and the City Guadalupe have consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, the creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

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

SECTION 1. Chapter 15.16 is hereby added to Title 15 of the Guadalupe Municipal Code to read as follows:

15.16.010 Purpose.

The purpose of this Chapter is to provide expedited, streamlined permitting process for electric vehicle charging stations that complies AB 1236 for Electric Vehicle Charging Stations (Chapter 598 Section 65850.7). This Chapter encourages the use of electric vehicle charging station by removing unreasonable barriers, minimizing costs to property owners of the City of Guadalupe, and expanding the ability of property owners to install electric vehicle charging systems. This Chapter allows the City of Guadalupe to achieve these goals while protecting the public health and safety.

15.16.020 Definitions.

A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

B. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. "Electronic submittal" means the utilization of one or more of the following:

1. Electronic mail or email.

2. The internet.

3. Facsimile.

15.16.030. Permitting Process.

Consistent with Government Code Section 65850.7, the Building Official or delegee shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” as published by the Governor’s Office of Planning and Research. The City’s adopted checklist shall be published on the City’s website.

15.16.040. Permit Application.

Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

A. A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official or delegee that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws and health and safety standards, the Building Official or delegee shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official or delegee determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

B. Consistent with Government Code Section 65850.7, the Building Official or delegee shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official or delegee shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.16.050. Technical Review.

A. It is the intent of this Chapter is to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official’s authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City may require the applicant to apply for a conditional use permit.

B. In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station

permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.16.060. Electric Vehicle Charging Station Installation Requirements.

A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION 2. Section 18.28.020.H is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.28.020 Permitted uses.

Uses permitted in the R-2 district include:

A. One or more single-family or multiple-family dwellings, including apartment houses or condominiums, plus ADUs and JADUs consistent with Chapter 18.53, provided that there shall be no more than one dwelling unit for each 2,178 square feet of land within the lot or parcel on which the dwelling is located. All dwellings shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;

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

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

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

E. Public park or playground;

F. A minimum of 60% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which zoning clearance is required;

G. Hosted short-term rentals as permitted by Section 18.55.03-;

H. Electric Vehicle Charging Station.

SECTION 3. Section 18.28.030.G is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.28.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit, or an administrative use permit when allowed, 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;

B. A church, public or private elementary school, public utility building or public building, along with required parking;

C. Accessory buildings or uses normally incidental to a single-family residence, if constructed or installed prior to the main building on the same lot;

D. A home occupation;

E. Employee housing as defined by Section [18.08.328](#) of this title, where accommodations are provided to 7 or more employees in a dwelling unit, or on a single parcel if there is also an accessory dwelling unit and/or a junior accessory dwelling unit in addition to the primary dwelling unit on the parcel;

F. Unhosted short-term rentals as permitted by Section 18.55.040-;

G. Electric Vehicle Charging Station, if the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety.

SECTION 4. Section 18.32.020.G is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.32.020 Permitted uses.

Uses permitted in the R-3 district include:

A. One or more single-family or multiple-family dwellings, including apartment houses or condominiums, plus ADUs and JADUs consistent with Chapter [18.53](#), provided that there shall be no more than one dwelling unit for each 1,452 square feet of land within the lot or parcel on which the dwelling is located. All dwellings shall be of a permanent character, placed upon a permanent foundation, and shall not be a mobile home or other temporary or vehicular type of dwelling;

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

C. Offices, recreation facilities, dining rooms, laundry facilities and other incidental uses constructed simultaneously or subsequent to the main building on the same lot;

D. A church, public or private school, public building, public utility building, park or playground;

E. A minimum of 60% of the rear yard area shall be retained for landscaping. Storage of RVs, boats, trailers and other vehicles shall be stored on a paved surface for which zoning clearance is required;

F. Hosted short-term rentals as permitted by Section 18.55.030-;

G. Electric Vehicle Charging Station.

SECTION 5. Section 18.32.020.H is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.32.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit, or an administrative use permit when allowed, 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;

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;

F. Employee housing as defined by Section 18.08.328 of this title, where accommodations are provided to 7 or more employees in a dwelling unit, or on a single parcel if there is also an accessory dwelling unit and/or a junior accessory dwelling unit in addition to the primary dwelling unit on the parcel;

G. Unhosted short-term rentals as permitted by Section 18.55.040-;

H. Electric Vehicle Charging Station, if the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety.

SECTION 6. Section 18.35.020.26 is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.35.020 Permitted uses.

- A. Uses permitted in the MIX zone include:
 - 1. Ambulance service, taxi stand and bus depot;
 - 2. Banks, offices, savings and loan, financial services;
 - 3. Butcher shops, bakeries and other food preparation for retail sale;
 - 4. Churches, meeting halls, theaters and auditoriums;
 - 5. Clothing stores;
 - 6. Department stores;
 - 7. Dressmaking, tailor, jewelry and other small handicraft establishments;
 - 8. Drug stores, pharmacies;
 - 9. Eating, entertainment and event center establishments;
 - 10. Grocery stores;
 - 11. Hotels and motels;
 - 12. Laundromats, laundry and dry-cleaning agencies;
 - 13. Medical, dental and similar offices or clinics;
 - 14. Mortuary;
 - 15. Nursery school, daycare;
 - 16. Physical fitness center, health clubs;
 - 17. Professional offices, public and administrative offices;
 - 18. Repair shops for small items;
 - 19. Retail stores offering new merchandise for resale to the general public;
 - 20. Restaurants and fast food establishments;
 - 21. Retail sale of auto parts, tires, batteries, etc.;

22. Retail sale of furniture and appliances;

23. Wine tasting;

24. Residential development, up to 30 units per acre, including: (a) residences occupying second floors (e.g., above ground floor nonresidential uses) including single-room occupancies, boardinghouses, apartments, and stacked-flat style condominiums; and (b) attached two- and three-story residences occupying their own site. This second form of residential use is limited to townhouse-style condominiums, townhouse-style zero lot line single-family dwellings in a townhouse configuration. No ground level units are permitted north of Seventh Street on Guadalupe Street, consistent with the General Plan land use designation of Downtown Mixed-Use, and following the development standards of the design review provisions;

25. Adult oriented businesses identified by Chapter 18.15;

26. Electric Vehicle Charging Station.

B. The following uses are permitted outside a building:

1. Carwash;

2. Service station;

3. Public and private parking lots and parking garages.

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

D. Any other similar use which the City Council finds to be consistent with the purpose of the zoning district.

SECTION 7. Section 18.35.030.F is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.35.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the MIX district include:

A. Bars, taverns, and liquor stores;

B. Hospitals, convalescent homes, and family care homes or other group dwellings;

C. Outdoor sales, including drive-in food and drive-through banking facilities;

D. Employee housing as defined by Section 18.08.328 of this title, where accommodations are provided to seven or more employees in a dwelling unit;

E. Retail (storefront) commercial cannabis business;

F. Electric Vehicle Charging Station, if the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety.

SECTION 8. Section 18.36.020.17 is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.36.020 Permitted uses.

Permitted uses in the G-C district include:

A. The following uses within a building:

1. Ambulance service, taxi stand and bus depot;
2. Banks and loan offices;
3. Butcher shops, bakeries and other food preparation for retail sale;
4. Churches, meeting halls, theaters and auditoriums;
5. Dressmaking, tailor, jewelry and other small handicraft establishments;
6. Eating and entertainment establishments;
7. Grocery stores;
8. Hotels and motels;
9. Laundromats, laundry and dry-cleaning agencies;
10. Medical, dental and similar offices or clinics;
11. Mortuary;
12. Nursery school, daycare;
13. Professional, public and administrative offices;
14. Repair shops for small items;
15. Retail stores offering new merchandise for resale to the general public;
16. Single-family or multiple dwellings, only if located on floors above a permitted use;

17. Electric Vehicle Charging Station.

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

C. Public and private parking lots.

D. Manufacturing Uses.

1. Manufacturing, compounding, assembling, processing or treating drug and pharmaceuticals.

E. Other Services:

1. Carwash;
2. Restaurants and fast food places;
3. Retail sale of auto parts, tires, and batteries;
4. Retail sale of furniture and appliances;
5. Service stations.

F. Any other similar use which the City Council finds to be consistent with the purpose of the zoning district.

SECTION 9. Section 8.36.030.G is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.36.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the G-C district include:

- A. Dwellings which are not on a floor above a permitted use;
- B. Hospitals, convalescent homes, boardinghouses, and family care homes or other group dwellings;
- C. Outdoor sales, including drive-in food and drive-through banking facilities;
- D. Auto repair and parking garages;
- E. Employee housing as defined by Section 18.08.328 of this title, where accommodations are provided to 7 or more employees in a dwelling unit;
- F. Retail (storefront) commercial cannabis business;

G. Electric Vehicle Charging Station, if the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety.

SECTION 10. Section 18.40.020.Q is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.40.020 Permitted uses.

Uses permitted in the industrial-commercial district include:

- A. Ambulance service;
- B. Automobile, truck or farm machinery sales facilities;

- C. Bakeries;
- D. Carpenter, cabinet and woodworking shops or box manufacturing;
- E. Dwellings, limited to the use of a watchman or caretaker employed on the site, mobile or permanent;
- F. Electric, plumbing, heating and sheet-metal shops;
- G. Express offices, bus stations, shipping terminals;
- H. General offices, professional offices and laboratories;
- I. Hardware, building material, machinery, feed and seed stores;
- J. Laundry and dry-cleaning facilities;
- K. Public utility and municipal and communication facilities;
- L. Restaurants;
- M. Secondhand sales wholly within a building;
- N. Union halls, employment agencies;
- O. Welding and machine shops;
- P. Wholesale, storage and warehouse establishments;
- Q. Electric Vehicle Charging Station.

SECTION 11. Section 18.40.030.E is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.40.030 Conditional uses.

Uses permitted subject to obtaining a conditional use permit in the industrial-commercial (M-C) district include:

- A. Animal hospitals, kennels and veterinary establishments;
- B. Bulk petroleum distribution plants;
- C. Automobile, truck or farm machinery service, repair and storage facilities;
- D. Salvage or storage yards, including auto wrecking when conducted within a solid fence of a sufficient height to screen operations and materials inside, and commercial cannabis businesses involving distribution, manufacturing, testing labs, cultivation-processing, and/or microbusiness (non-cultivation);
- E. Electric Vehicle Charging Station, if the Building Official or delegee determines the charging

station could have a specific adverse impact upon the public health or safety.

SECTION 12. Section 18.44.020.G.21 is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

18.44.020 Permitted uses.

Uses permitted in the G-I district include any of the following, or similar, manufacturing, compounding, assembling, processing or treating uses:

A. Agricultural Uses.

1. Agricultural industries, such as packing, canning and processing of agricultural products;
2. Bottling plants;
3. Box and container making or assembling;
4. Icemaking, cold storage or frozen-food processing facilities;
5. Manufacture of food products.

B. Manufacturing Uses.

1. Auto and other upholstery;
2. Bakery (wholesale);
3. Boat building and repair;
4. Cabinet shop;
5. Ceramic product manufacture;
6. Drug and pharmaceuticals;
7. Electrical and electronics equipment;
8. Garment;
9. Lumber yard, including milling;
10. Welding.

C. Processing.

1. Blueprinting or photocopying;
2. Carpet and rug cleaning plant;
3. Chemical or scientific laboratory;

4. Food processing;
5. Greenhouses (wholesale and retail).
6. Water softening;
- D. Wholesaling, Warehousing and Storage.
 1. Building materials;
 2. Contractor storage yard;
 3. Distribution businesses;
 4. Feed and fuel;
 5. Machinery and equipment rental;
 6. Shipping and transportation.
 7. Wholesaling and warehousing facilities;
- E. Utilities. Distribution plant or substation.
- F. Commercial Services. Automotive body repair or painting.
- G. Other Services.
 1. Advertising and related services;
 2. Building and landscape maintenance services;
 3. Carwash;
 4. Contractor's yard;
 5. Convenience stores;
 6. Delivery and private postal services;
 7. Equipment rental;
 8. Feed stores and farm supply stores;
 9. Hardware stores;
 10. Laundries;
 11. Light manufacturing;
 12. Photocopying services; photofinishing, blueprinting; printing and publishing;

13. Restaurants and fast food places;
14. Retail sale of auto parts, tires and batteries;
15. Retail sale of autos, boats, mobile homes;
16. Retail sale of building and landscaping materials;
17. Retail sale of furniture and appliances;
18. Service stations;
19. Swap meets;
20. Warehousing/wholesaling, mini-storage, moving companies;

21. Electric Vehicle Charging Station.

SECTION 13. Section 18.44.030 of Title 18 of the Guadalupe Municipal Code is hereby amended to read as follows:

18.44.030 Conditional uses.

Uses subject to obtaining a conditional use permit in the G-I district include other manufacturing uses not listed in Section 18.44.020 and commercial cannabis businesses involving distribution, manufacturing, testing labs, cultivation-processing, and/or microbusiness (non-cultivation), and Electric Vehicle Charging Stations, if the Building Official or delegee determines the charging station could have a specific adverse impact upon the public health or safety.

SECTION 14. Section 18.49.020.J is hereby added to Title 18 of the Guadalupe Municipal Code to read as follows:

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;

J. Electric Vehicle Charging Station.

SECTION 15. 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 from the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the activity is not a project as defined in Section 15378 and Section 15061(b)(3) of the CEQA Guidelines, because the activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

SECTION 16. 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 17. 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 12th day of September 2023, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

PASSED AND APPROVED as the regular meeting of the City Council on the 26th day of September 2023, by the following roll call vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

Notice of Exemption

To: County Clerk
County of Santa Barbara
123 E. Anapamu Street
Santa Barbara, CA 93101

From: Larry Appel, Planning Director
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Project Title: Electric Vehicle Charging Station Ordinance

Project Applicant: City of Guadalupe

Project Location-Specific: City-wide

Project Location-City: Guadalupe

Project Location-County: Santa Barbara County

Description of Nature, Purpose, and Beneficiaries of Project:

The City has prepared a draft ordinance to amend the Guadalupe Municipal Code allowing electric vehicle charging stations to be developed ministerially with an expedited process per AB 1236 requirements.

Name of Public Agency Approving Project: Guadalupe City Council

(Section 15060(c)(3) – not a project)

Name of Person or Agency Carrying Out Project: Todd Bodem, City Administrator

Exempt Status: (check one)

- Ministerial (Sec. 15268);
- Declared Emergency (Sec. 15269(a));
- Emergency Project (Sec. 15269(b)(c));
- Categorical Exemption. State type and section number:
- XX** General Exemption (Section 15061(b)(3) – not subject to CEQA) and (Section 15060(c)(3) – not a project)

Reasons why project is exempt:

The preparation of a new ordinance to comply with AB 1236 is not a project per CEQA guidelines.

Contact Person: Lawrence W. Appel (Area Code) Phone Number/Ext: (805) 598-8385

Signature: _____ Title: Contract Planning Director

Date received for filing at County Clerk's Office: _____



**REPORT TO THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF GUADALUPE
Agenda of September 12, 2023**

Joy Otsuki

Todd Bodem

Prepared by:
Joy Otsuki, Special Counsel to the Successor Agency

Approved by:
Todd Bodem, City Administrator

SUBJECT: Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe approving the Amended Recognized Obligation Payment Schedule (ROPS) 23-24 for the January 1, 2024, through June 30, 2024 Period

EXECUTIVE SUMMARY:

Pursuant to California Health and Safety Code (HSC) Section 34177.7(o)(1)(E), once per Recognized Obligation Payment Schedule (ROPS) period, and no later than October 1st of each year, a successor agency may submit one amendment to the ROPS, if the Santa Barbara Countywide Oversight Board (Oversight Board) makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second one-half of the ROPS period, which shall be defined as January 1 to June 30, inclusive. The Successor Agency to the Redevelopment Agency of the City of Guadalupe (Successor Agency) desires to amend ROPS 2023-24B in order to reduce the amount of administrative costs requested.

BACKGROUND:

During the January 18, 2023, Oversight Board annual meeting, the Oversight Board expressed concern over the administrative costs claimed on the annual Recognized Obligation Payment Schedule for the period of July 1, 2023, through June 30, 2024 (ROPS 23-24). Additionally, the Oversight Board sent a letter requesting that the Successor Agency scrutinize its administrative costs. See attached Oversight Board Letter.

Further, the Department of Finance (DOF) has commented that the administrative costs “appear excessive given the number and nature of the obligations listed specific to the Successor Agency ROPS.” See attached DOF Letter.

The Admin Budget approved by the Successor Agency, DOF and the Oversight Board on January 18, 2023, for the ROPS 23-24 period was as follows:

**Guadalupe Successor Agency
Administrative Expenses
ROPS 23-24**

City Administrator)	74,026
(35% of base salary & benefits)	
Finance Director	<u>53,044</u>
(35% of base salary & benefits)	127,070
Successor Agency Counsel	18,500
City Attorney	13,378
Professional Services	25,000
Allocated Costs	14,918
Contingency	<u>10,000</u>
Total Projected Admin Fees for full year	<u>208,866</u>

DISCUSSION:

The Successor Agency anticipates disposing of its final piece of real property (AI's Union) by calendar year end and preparing a Last & Final ROPS in early to mid-2024. Administrative costs remain high due to the necessity of complying with the Surplus Lands Act in connection with the disposition of the AI's Union property and the reconciliation of costs submitted to the Leaking Underground Storage Tank (LUST) fund for remediation of that same property. In addition, due to staff changes, the Successor Agency has not reconciled cash reported on the ROPS Report of Cash Balances to its general ledger for a number of years. Cash will need to be reconciled before a Last & Final ROPS can be prepared.

Nonetheless, Successor Agency staff carefully reviewed its administrative cost budget with the goal of reducing it as much as possible. However, because DOF, in its Determination Letter for ROPS 23-24 (attached DOF Letter), determined that certain environmental consultant costs in the amount of \$10,000 were administrative, and because the Successor Agency believes it will need further input from its environmental consultant to reconcile its general ledger costs to those submitted by the consultant to the LUST fund (estimated in the amount of \$5,000), amended administrative costs include \$15,000 for such remediation related costs that were not previously included in admin costs.

Were the Successor Agency not required to include what it previously considered as remediation project costs in administrative costs, the decrease in administrative costs requested for Amended ROPS 23-24B would be \$31,442 or 15%. Instead, the decrease in the admin costs for Amended ROPS 23-24B is \$16,442, or 7.87%.

The following quantifies the requested changes to the administrative cost budget on the Amended ROPS 23-24B by category:

	<u>ROPS</u> <u>23-24</u>	<u>Amd</u> <u>ROPS</u>	<u>Difference</u>
Personnel	127,070	95,628	<31,442>
Legal Services	31,878	31,878	0
DOF Reclass of Remediation	-	15,000	15,000
Other Professional Services	25,000	25,000	0
Overhead & Contingency	24,918	24,918	0
Total	<u>\$208,866</u>	<u>\$192,424</u>	<u>\$16,442</u>

A breakdown of administrative costs on the template provided by Oversight Board staff is attached to the Amended ROPS 23-24B included in Resolution No. 2023-03. No other changes are requested on the Amended ROPS 23-24B.

The Successor Agency intends to bring its Amended ROPS 23-24B before the Oversight Board at its September 13, 2023, meeting. After obtaining the Oversight Board’s approval, Successor Agency staff will then transmit the Amended ROPS 23-24B to the Department of Finance (DOF), with copies to the CAO, CAC, and SCO.

Upon receipt of an oversight board-approved ROPS, the DOF has until 15 days prior to the date for property tax distribution to make its final decision after the meet and confer. The RPTTF distribution dates for the ROPS 23-24A period and 23-24B period are on or about June 1, 2023, and January 2, 2024, respectively.

RECOMMENDATION:

That the Successor Agency Board adopt Resolution No. 2023-03 entitled “Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe Approving the Amended Recognized Obligation Payment Schedule for the January 1, 2023, through June 30, 2024 period.”

ALTERNATIVE:

1. Direct the Executive Director to make modifications to the form of Amended ROPS 23-24B and adopt the Resolution submitted herewith subject to such modifications.

FISCAL IMPACT:

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the Amended ROPS 23-24B by the Successor Agency, Oversight Board and DOF is essential to the continued operation of the Successor Agency and wind-down of the affairs of the Former Agency.

CONCLUSION:

Staff recommends that the Successor Agency Board adopt Resolution No. 2023-03.

ATTACHMENTS:

1. Letter from Countywide Oversight Board
2. Letter from Department of Finance
3. SA Resolution No. 2023-03 entitled "Resolution of the Successor Agency to the Redevelopment Agency of the City of Guadalupe Adopting the Amended Recognized Obligation Payment Schedule for the January 1, 2024 through June 30, 2024 period."

Santa Barbara Countywide Oversight Board

105 East Anapamu Street Rm. 303 ♦ Santa Barbara CA 93101 ♦ (805)568-2100
 SBCOversightBoard.org ♦ SBCOversightBoardStaff@co.Santa-Barbara.ca.us

BOARD MEMBERS

Jeff Frapwell

County of Santa Barbara

Luke Rioux

City Selection Committee

Craig Geyer

Independent Special District Committee

Conrad Tedeschi

County Superintendent of Education

Laura Becker

Chancellor of the California Community Colleges

Carole Van Sande

Board of Supervisors Public Member Appointment

Vacant

Governor Employee Organization Appointment

July 31, 2023

Robert Perrault
 City of Guadalupe Successor Agency
 918 Obispo Street
 Guadalupe, CA 93434

Re: Administrative Costs claimed on the annual Recognized Obligation Payment Schedule

Dear Mr. Perrault:

During the January 18, 2023 Countywide Oversight Board annual meeting, the Oversight Board (Board) expressed concern over the administrative costs claimed on the annual Recognized Obligation Payment Schedule for the period of July 1, 2023, through June 30, 2024 (ROPS 23-24).

There have been repeated criticisms from the Department of Finance (DOF) that the administrative costs “appears excessive given the number and nature of the obligations listed on the ROPS.” Attached is a copy of the latest DOF letter for your reference.

Cognizant of its fiduciary responsibility of evaluating and approving reasonable administrative costs necessary to wind-down the successor agency, the Board at the January 18, 2023, meeting ordered successor agencies to return to the next scheduled Board meeting with a detailed justification of the total administrative costs on the ROPS 23-24. In discussions during the meeting, the Board recommended successor agencies to scrutinize their administrative costs for opportunities to reduce them to levels commensurate with the number and nature of obligations being managed and submit a revised ROPS 23-24 as appropriate.

The Board is scheduled to meet tentative on September 13, 2023 and you will need to submit your revised administrative costs in an Amendment to the ROPS 23-24 by August 21, 2023. The Oversight Board Staff will be sending an administrative costs template and provide additional details on the deadlines for the amendment to the ROPS.

If you have any questions, please don't hesitate to contact the Oversight Board Staff at SBCOversightBoardStaff@countyofsb.org.

Thank you,

DocuSigned by:

 SBC055F4FB8E3449
 JEFF FRAPWELL

Santa Barbara Countywide Oversight Board Chair
 Assistant County Executive Officer
 County of Santa Barbara Executive Office



Transmitted via e-mail

April 14, 2023

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

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Guadalupe Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 31, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- Item No. 34 – Al's Union Site Remediation Project for the requested amount of \$49,037 in Redevelopment Property Tax Trust Fund (RPTTF) funding is partially approved. This item is partially funded through the Underground Storage Tank Cleanup Fund (USTCF) and Finance has previously approved project-specific costs that are ineligible to be funded through the USTCF. Of the amount requested, it is our understanding \$1,581 of costs not submitted to USTCF is allowed, \$37,456 is reclassified to Other Funds to allow for payment once USTCF reimbursement occurs, and \$10,000 is not eligible for RPTTF funding being administrative in nature.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 RPTTF distribution. The County Auditor-Controller's review of the PPA form submitted by the Agency resulted in no PPA.

The Agency's maximum approved RPTTF distribution for the reporting period is \$677,200, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 23-24 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 23-24, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Agency must use the RAD App to complete and submit its Meet and Confer request form. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Todd Bodem
April 14, 2023
Page 3

Please direct inquiries to Joshua Mortimer, Supervisor, or Mark-Anthony Lacy, Staff, at (916) 322-2985.

Sincerely,


for JENNIFER WHITAKER
Program Budget Manager

cc: Joy Heuser Otsuki, Legal Counsel, Leibold McClendon & Mann, P.C.,
City of Guadalupe
Trevor Lysek, Division Chief Property Tax Division, Santa Barbara County
Ed Price, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 447,431	\$ 68,359	\$ 515,790
Administrative RPTTF Requested	104,433	104,433	208,866
Total RPTTF Requested	551,864	172,792	724,656
RPTTF Requested	447,431	68,359	515,790
<u>Adjustment(s)</u>			
Item No. 34	(47,456)	0	(47,456)
RPTTF Authorized	399,975	68,359	468,334
Administrative RPTTF Authorized	104,433	104,433	208,866
Total RPTTF Approved for Distribution	\$ 504,408	\$ 172,792	\$ 677,200

SUCCESSOR AGENCY RESOLUTION NO. 2023-03

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE, CALIFORNIA ADOPTING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE JANUARY 1, 2024, THROUGH JUNE 30, 2024 PERIOD

WHEREAS, Health and Safety Code (HSC) section 34177 (o)(I)(E), allows an Agency to submit one amendment to the ROPS approved by Finance per ROPS period; and

WHEREAS, The Agency has the need to amend the ROPS 23-24B for the January 1, 2024, through the June 30, 2024, period; and

WHEREAS, ABX126 requires the Successor Agency to approve the Amended Recognized Obligation Payment Schedule (ROPS) before submission to the Oversight Board for approval and distribution to the Department of Finance by October 1, 2023; and

WHEREAS, the Amended Recognized Obligation Payment Schedule (ROPS) has been studied and approved by the Guadalupe Successor Agency on September 12, 2023; and

BE IT RESOLVED by the Guadalupe Successor Agency that:

The Amended Recognized Obligation payment Schedule (ROPS) for the Guadalupe Successor Agency for the Term of January 1, 2024, through June 30, 2024, is adopted.

PASSED, APPROVED, AND ADOPTED by the Guadalupe Successor Agency, on a motion by Board Member seconded by Board Member this 12th day of September 2023.

MOTION:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Amelia Villegas, Secretary of the Successor Agency to the Redevelopment Agency of the City of Guadalupe, do hereby certify that the foregoing **Successor Agency Resolution No. 2023-03** was duly adopted by the Board of the Successor Agency to the Redevelopment Agency of the City of Guadalupe at a meeting held on September 12, 2023.

ATTEST:

Amelia M. Villegas, Secretary
Successor Agency of the Redevelopment
Agency of the City of Guadalupe

Ariston Julian, Chair
Successor Agency of the Redevelopment
Agency of the City of Guadalupe

APPROVED AS TO FORM:

Philip F. Sinco, Successor Agency Counsel

**Amended Recognized Obligation Payment Schedule (ROPS 23-24B) - Summary
Filed for the January 1, 2024 through June 30, 2024 Period**

Successor Agency: Guadalupe
County: Santa Barbara

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 23-24B Authorized Amounts	ROPS 23-24B Requested Adjustments	ROPS 23-24B Amended Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 172,792	\$ (16,442)	\$ 156,350
F RPTTF	68,359	-	68,359
G Administrative RPTTF	104,433	(16,442)	87,991
H Current Period Enforceable Obligations (A+E)	\$ 172,792	\$ (16,442)	\$ 156,350

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
27	Remaining Property	Property Dispositions	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
28	2017 Tax Allocation Ref. Bonds	Refunding Bonds Issued After 6/27/12	\$5,060,956	-	-	-	58,359	-	\$58,359	-	-	-	-	-	\$-	
29	Reserve for future bond debt service, per 2017 Indenture	Reserves	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
30	Continuing Disclosure Services	Refunding Bonds Issued After 6/27/12	\$17,625	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
31	Annual Trustee Costs	Refunding Bonds Issued After 6/27/12	\$35,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
32	Appraisal cost for LRPMP	Property Dispositions	\$3,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
33	Reconveyance Costs	Property Dispositions	\$20,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
34	Al's Union Site Remediation Project	Property Dispositions	\$100,000	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

Name of Successor Agency

Administrative Costs

	Hours ¹	Total ²	Jul-Dec ³	Jan-Jun ⁴	Description ⁵
Personnel	352; 616	95,628	47,814	47,814	<u>City Manager</u> – oversee SA administration and prepare related documentation, Surplus Land Act compliance and resolution of remediation reimbursement issues. Base salary with benefits \$211,503, 20% of cost allocated to SA. <u>Finance Director</u> – reconcile cash and remediation back to 2012 in preparation for Last & Final ROPS, maintain SA documentation, compile schedules and reports, coordinate with DOF and consultants RE: bond disclosure and facilitate debt and enforceable obligation payments. Base salary with benefits \$152,368, 35% of cost allocated to SA.
Legal Services	116	31,878	15,939	15,939	Provision of legal services by City Attorney and Special Counsel as needed including but not limited to preparation of board and oversight board agenda materials, Surplus Land Act compliance, review of SA ROPS, PPA and related documents, interface with DOF and Oversight Board re questions and comments, and coordination with consultant, DOF and LUST re remediation reimbursements.
DOF Reclass of Remediation	N/A	15,000	-	15,000	Finance reclassified \$10,000 of remediation costs as administrative in its ROPS 23-24 Determination Letter. And additional \$5,000 is requested for payment to environmental consultant to reconcile LUST reimbursement submittals with the SA's records in preparation of a Last & Final ROPS
Other Professional Services	125	25,000	17,500	7,500	Prepare ROPS, PPA, and supporting schedules; Respond to questions for Oversight Board, ACO, and DOF; supervise reconciliation of cash and remediation back to 2012 in preparation of Last & Final ROPS
Overhead & Contingency	N/A	24,918	12,459	12,459	Office overhead, utilities, maintenance and repairs, supplies, other SA expenses and contingency of \$10,000 for reconciliation of cash and remediation and preparation of Last & Final ROPS
Total	241	192,424	93,712	98,712	

Instructions

- ¹ Indicate the number of hours spent on this activity
- ² Total Costs for the year
- ³ Costs from July-Dec
- ⁴ Costs from Jan-Jun
- ⁵ Provide detailed description of these costs