



City of Guadalupe AGENDA

Regular Meeting of the Guadalupe City Council Tuesday, September 22, 2020 at 6:00 pm City Hall, 918 Obispo Street, Council Chambers

Pursuant to Governor's Executive Orders N-25-20 and N-33-20: All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.

The City Council meeting will be broadcast live on Charter Spectrum Cable Channel 20.

If you choose to attend the City Council meeting in person, you should maintain appropriate social distancing. Seating will be limited. **In addition, all persons attending the City Council meeting are required to wear nose and face masks pursuant to County of Santa Barbara Health Officer Order No. 2020-10.**

If you choose not to attend the City Council meeting but wish to make a comment during oral communications or on a specific agenda item, please submit via email to juana@ci.guadalupe.ca.us no later than 1:00 pm on Tuesday, September 22, 2020. Every effort will be made to read your comment aloud into the record, subject to the 3-minute time limit.

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. Please be aware that items on the Consent Calendar are considered to be routine and are normally enacted by one vote of the City Council. If you wish to speak on a Consent Calendar item, 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 Administration 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.

ROLL CALL:

Council Member Tony Ramirez
Council Member Eugene Costa Jr.
Council Member Liliana Cardenas
Mayor Pro Tempore Gina Rubalcaba
Mayor Ariston Julian

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

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 the day.

PRESENTATIONS

- Kevin Pearce, California State Parks Commander – Oso Flaco Lake Update.

COMMUNITY PARTICIPATION FORUM

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. This time is reserved to accept comments from the public on Consent Calendar items, Ceremonial Calendar items, Closed Session items, or matters not otherwise scheduled on this agenda. Pursuant to provisions of the Brown Act, no action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

CONSENT CALENDAR

The following items are presented for City Council approval without discussion as a single agenda items 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.

1. 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.
2. Approve the Minutes of the City Council Regular Meeting of September 8, 2020 to be ordered filed.
3. Adopt Resolution No. 2020-79 authorizing the City to enter into an agreement for Planning Services with Mr. William (Bill) Scott.

4. Guadalupe Trail to the Beach Feasibility Study Update, for information only.
5. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
 - a. Police & Fire Department Report for August 2020
 - b. City Treasurer's Report for August 2020
 - c. Parks and Recreation Report for August 2020

CITY ADMINISTRATOR REPORT: (Information Only)

DIRECTOR OF PUBLIC SAFETY REPORT: (Information Only)

REGULAR BUSINESS

6. **Wastewater Treatment Plant Update, for information and discussion only.**

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

Recommendation: That the City Council receive and discuss an update on the wastewater treatment plant status.

7. **Parking lot maintenance options, for information and discussion only.**

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

Recommendation: That the City Council receive and discuss options for City facility parking lot maintenance.

FUTURE AGENDA ITEMS

ANNOUNCEMENTS - COUNCIL ACTIVITY/COMMITTEE REPORTS

ADJOURNMENT TO CLOSED SESSION MEETING

CLOSED SESSION

8.
 - a. **CONFERENCE WITH LABOR NEGOTIATORS**
(Subdivision (a) of Gov. Code Section 54957.6)
Agency designated representatives: City Administrator and Human Resources;
Employee organizations: Guadalupe Police Officers Association (POA) and International Association of Firefighters (IAFF), local 4403.
 - b. **PUBLIC EMPLOYMENT**
Government Code Section 54957
Title: Director of Public Safety

ADJOURNMENT TO OPEN SESSION MEETING

CLOSED SESSION ANNOUNCEMENT

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, Water Department bulletin board and website not less than 72 hours prior to the meeting. Dated this 18th day of September 2020.

Todd Bodem

Todd Bodem, City Administrator

PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS

Council Meeting: Date and Subject		Agenda Category	
Tuesday, October 13, 2020 at 6:00 pm / Regular Meeting			
No overnight camping ordinance	Administration Dept	New Business	
Award of IT Service Agreement	Finance Dept	Regular Business	
Receive the July & August 2020 Financial Report	Finance Dept	Consent Calendar	
Tuesday, October 27, 2020 at 6:00 pm / Regular Meeting			
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Urban Foot Print Civic Plan		Ariston – Request CC	New Business
City Hall Repairs			New Business
Proposition 68 Update		Ariston – Request CC	Update
Air B&B Policy & Standards	Oct 2020		
Tree Ordinance		Philip F. Sinco	New Business
Food Truck Ordinance		Police Department	New Business
Guadalupe Leo Club Recognition		Administration Dept	Ceremonial
Vacant Property Ordinance		Administration Dept	New Business

MINUTES

**Regular Meeting of the Guadalupe City Council
Tuesday, September 8, 2020 at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers**

ROLL CALL:

Council Member Tony Ramirez
Council Member Eugene Costa Jr.
Council Member Liliana Cardenas
Mayor Pro Tempore Gina Rubalcaba
Mayor Ariston Julian
Councilmember Costa absent.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

COMMUNITY PARTICIPATION FORUM

CONSENT CALENDAR

The following items are presented for City Council approval without discussion as a single agenda items 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.

1. 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.
2. Approve payment of warrants for the period ending September 2, 2020.
3. Approve the Minutes of the City Council Regular Meeting of August 25, 2020 to be ordered filed.
4. Adopt Ordinance No. 2020-77, adoption of the four (4) additional requirements for

inclusion in the Title IV Non-Discrimination Policy approved by Resolution No. 2020-70 on August 11, 2020.

5. MONTHLY REPORTS FROM DEPARTMENT HEADS

- a. Police and Fire Report for July 2020
- b. City Treasurer's Report for July 2020
- c. Parks and Recreation Report for July 2020

Mayor Julian pulled item 2 and 5a.

Motion made by Council Member Rubalcaba and 2nd by Council Member Cardenas to approve the balance of the Consent Calendar. 4/0 passed.

Mayor Julian singled out Midstate Concrete products; asking if he was correct in thinking it was for trash containers. Ms. Sweeney answered that it was for three containers and explained where they were positioned in the City. He pointed out that the pilot lights are still on at the Senior Center; not much money, but still a charge. Ms. Sweeney asked about the heater; is it on or off and is it malfunctioning? She'll remember to check it.

Mayor Julian was curious about the item pancake and waffle house: located on Guadalupe Street, nice if it is approved. It's curious, as he knows nothing about it.

Motion made by Council Member Ramirez and by Council Member Rubalcaba to approve Items 2 and 5a. 4/0 passed.

CITY ADMINISTRATOR REPORT: (Information Only)

Administrator Bodem reported that the city planner that was hired not too long ago has decided not to continue with us and we are in the process of looking for somebody else. He announced that he had made an executive decision to place a voting box at City Hall. He asked the Council if they had thought of using tablets for agendas instead of hard copy agendas. Something to think about. As you noticed, the City Hall tower surface is being pressure wash. The rear is clean surface and the front is in the process. Ms. Sweeney is looking at paint colors; some of the paint is coming off with the dirt. He let them know that the equipment had gotten stuck in the lawn and had done some damage that would be repaired as soon as the work was done.

Mrs. Sweeney reported that the integrity of the building was holding under the paint and that the only work we have to do is prime and paint, not any repair to the finish.

It was noted that the County Elections Office wants to install a voter drop box at City Hall. It will be posted on the our website, so people will know to use it.

DIRECTOR OF PUBLIC SAFETY REPORT: (Information Only)

REGULAR BUSINESS

6. 2020 Slurry Seal Project Construction and Inspection.

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

Recommendation: That the City Council adopt Resolution No. 2020-78 authorizing Mayor to execute a construction contract with VSS International, Inc. for the 2020 Slurry Seal Project and consulting agreement with Pavement Engineering, Inc. to provide inspection quality assurance services for this project.

Ms. Sweeney reminded the Council that in 2019 they hired a company to identify slurry seal work that needed to be done on the streets in town. This method is the cheapest way of keeping the streets in shape. SB1 funds can be used for that. Though we did some slurry seal last year, those funds were from the previous year. We are about a year behind in our slurry sealing. We have 2 years' worth of work to be done and we have the funds to do it with. She included a table to show where the work should be done.

She described the process of bidding that she tried, called job order contracting, to achieve time and money efficiencies. It didn't work out because costs came in higher than the traditional way of putting out to bid the project. So, she's putting forth the recommendation to go with VSS International and then have it inspected by Pavement Engineering. Mayor Julian asked, as a sidebar, if Ms. Sweeney would check on the parking lot of the Senior Center. She answered she would and it would be an above quality treatment. She also would like consideration of the other City parking lots needing work. Parking lots are customarily type 1 slurry seal and public streets get a type 2, which is a higher quality. She pointed out that funds for the streets is SB1. They can't be used for parking lots. Funds for parking lots would have to be from the General Fund. We didn't budget for it in this budget.

Mayor Julian asked for the numbers anyway to be considered, as we'll lose the lots if we don't take care of them. Ms. Sweeney said she'd try to have the numbers at the next meeting.

Councilmember Cardenas asked why West Main was removed from the list to be repaired. Ms. Sweeney answered that there is no question that it is needed; but they identified a need for a new 4" water line to run from West Main to Tognazzinni in order to provide adequate waterflow for fire protection to the school. It doesn't make sense to cut into a new road treatment in order to put in a line. The work will be done after the line is in.

Motion made by Council Member Rubalcaba and 2nd by Council Member Ramirez to adopt Resolution No. 2020-78. Roll Call. 4/0 passed.

7. Wastewater System Update, for information only.

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

Recommendation: That the City Council receive and discuss an update on the wastewater collection system status.

Ms. Sweeney reported information on the wastewater system so that everyone knew what was going on. In 2014 the study identified work that needed to be done for current and future needs and flows of the system. The City now has four lift stations, nineteen miles of sewer line, and 3,000 feet of those are undersized trunk lines. It runs from Highway 1 to Snowy Plover. There's lots of work to be done, including the Pioneer Station. All of the work would cost 3.1 million dollars. The grant applied for (CDBG Grant) was turned down, but I asked about other possibilities. The Regional Quality Control Board told me about a loan called the State Revolving Fund (SRF). I've in the past ignored SRF because loans usually come with interest rates. However, we meet the criteria for a severely disadvantaged community; it's possible those loans can be forgivable. She submitted a query in June and received the answer that she should put in a full application for construction of the project.

However, there is 700 feet of pipeline she does not recommend we wait on. With this loan, we would not be competing, but put on a list for money as it becomes available. When that could occur, is not possible to know. Between Snowy Plover and Lindy and 3rd, we can't wait on. There's constantly a clog, malfunction of the pipe and the pipe is undersized. We are spending for a lot of overtime trying to ward off disasters. We could use the sewer-based funds for this pipeline so we could wait two years, if that long, for the rest of the project with SRF funds.

Mayor asked if it was the section next to Paco Park and was told it was. We need an easement on a property on Mahoney and as soon as we get an evaluation of the fair market value of the easement, we can negotiate with the property owner for the easement. There is no other way but through the property to run the pipeline to the sewer. This will take a month to get ready with this to include it with the other work to be done. This is if you want to go in that direction. That will allow us to move the manhole from that property which is an inconvenience to the owners.

The Council wished to take her suggestions and move forward with her plan.

Future Agenda Items

1. Police & Fire MOAU
2. Director of Public Safety Agreement
3. Senior Center and City Parking for Slurry Project
4. IT Service Meeting on October 13th Council Meeting

5. Staff Report on wastewater collection
6. Forum meetings for a project coming up with Parks and Rec.

ANNOUNCEMENTS - COUNCIL ACTIVITY/COMMITTEE REPORTS

1. Moving fire and Playground Equipment that could be moved to O'Connor Park and Ms. Sweeney was successful in getting from manufactures a templet for moving the equipment safely. Meeting with the Contractor of LeRoy Park tomorrow and discuss the project of moving items.
2. Biking parade to commemorate the completion of the Census. Central Park and the stations at Central Park. Saturday, 10:00 am.
3. Stations open at Central Park to help with the Census Saturday, 12 noon-5 P.M.

ADJOURNMENT TO CLOSED SESSION MEETING

Council Member Ramirez motioned and Council Member Rubalcaba 2nd to adjourn to Closed Session at 6:35 pm.

CLOSED SESSION

8. **Public Employment.**
Government Code Section 54957
Title: Director of Public Safety

ADJOURNMENT TO OPEN SESSION MEETING

Council Member Ramirez motioned and Council Member Cardenas 2nd to adjourn to open session at 8:05 pm.

CLOSED SESSION ANNOUNCEMENT

ADJOURNMENT

Council Member Ramirez motioned and Council Member Rubalcaba 2nd to adjourn at 8:06 pm.

Prepared by:

Approved by:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 22, 2020

Presented by:
Todd Bodem, City Administrator

SUBJECT: Consider entering into an agreement with Mr. William (Bill) Scott for independent contractor planning services.

RECOMMENDATION:

It is recommended the Council adopt Resolution No. 2020-79 authorizing the City to enter into an Agreement for Planning Services with Mr. William (Bill) Scott.

BACKGROUND:

Mr. Larry Appel of Integrity Planning was hired as a Contract Planning Director in 2017. When the City Council renewed Mr. Appel's professional planning service agreement in March 2020, City staff mentioned in the staff report that they would complete a cost benefit analysis to consider other planning services including options for in-house, continued out-sourcing, or a combination thereof. Mr. Appel was hired to work on more long-range planning efforts. Mr. Appel only works up to 20 hours per week and the City staff and City Council are very happy with the services provided by him. He does not have time to handle the ministerial and smaller scale planning tasks.

In early 2018, former City Administrator, Cruz Ramos, hired Mr. Jake Raperto provide supplemental planning services. His primary responsibilities included taking over all of Pasadera related items from Mr. Appel and processing of applications for accessory dwelling units (ADU's). This freed up Mr. Appel's time to work on other long-range planning efforts like updating the General Plan and the Zoning Ordinances. Mr. Raper's services were provided through the City's agreement with JAS Pacific, which is a firm that used to handle our building inspections, plan check reviews and some public works tasks. The JAS Pacific agreement commenced in September 22, 2015 and was a two year agreement (two year term until September 22, 2017) that expired so the City was working on month-to-month basis until recently when the Council approved terminating that agreement and entering into consultant agreements with Mark Green, David Rose, and Margaret Woods at its meeting on May 12, 2020.

Although performing admirably for the City since that time, Ms. Woods, a PERS retiree, soon found that the tasks associated with the contract position took more of her time than she had expected. In light of her unexpected departure, staff moved swiftly to make arrangements with another planning

professional. Staff was fortunate to learn about, and subsequently met with William (Bill) Scott, a retired former Planner II with the City of San Jose and former Senior Planner for the City of Santa Maria who is interested in working part-time as an independent contractor at the hourly rate of \$75 per hour. Mr. Scott is a very experienced planning professional with several years of experience in the profession. In addition to ensuring that City receives quality planning services, this arrangement will continue to save the City a significant amount of money as the billing rate is at least 25% less than what JAS Pacific was charging us for Mr. Raper's services.

Attached for Council consideration is the proposed agreement with Mr. Scott (see Attachment No. 2). The proposed agreement provides a single year term with an opportunity to extend the agreement based on the mutual written agreement of both parties. In staff's opinion, it is in the City's best interest to hire Mr. Scott based on his experience (See Attachment No. 3, resume).

Options Available to the Council

1. The Council could approve the agreement as recommended;
2. The Council could direct that changes 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 on September 22, 2020 for a one year term through September 22, 2021.

FISCAL IMPACT:

Mr. Scott's agreement calls for an hourly rate of \$75.00. With Mr. Scott, the City will continue to see a reduction to the City's General Fund for planning related services. It should be noted that a significant portion of the charges for services noted in the contract would be offset by the planning fees the City collects. Additionally, the City will continue to collect a 35% overhead on all hours Mr. Scott's bills when working on reimbursable projects (applicant-paid projects).

ATTACHMENTS

1. Resolution No. 2020-79 "A Resolution of the City Council of the City of Guadalupe authorizing the City to enter into an agreement with William (Bill) Scott, for Independent Contractor Planning Services".
2. Standard Consultant Agreement between the City of Guadalupe and William (Bill) Scott
3. Mr. William (Bill) Scott Resume

RESOLUTION NO. 2020-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WILLIAM (BILL) SCOTT FOR INDEPENDENT CONTRACTOR PLANNING SERVICES

WHEREAS, the City of Guadalupe is in need of supplemental professional planning services; and

WHEREAS, Mr. Larry Appel of Integrity Planning had previously entered into a temporary agreement in 2017 to provide such long-range planning services; and

WHEREAS, in 2018, former City Administrator Cruz Ramos hired Mr. Jake Raper an employee of JAS Pacific, a firm contracted with the City to provide building and related services, under the "Additional Services" provision of that agreement, to provide supplemental planning services for the City including matters related to the Pasadera project, processing applications for accessory dwelling units and other ministerial permit applications which freed up Mr. Appel to work on more long-range planning efforts including updating the General Plan and the Zoning Ordinance; and

WHEREAS, Mr. Jake Raper's hourly rate of \$100.00 while working from home, and \$125.00 per hour while working outside his home was too costly for City on a limited budget; and

WHEREAS, on May 12, 2020, the City of Guadalupe hired Margaret (Peggy) Woods to provide professional contract planning services at a rate of \$75.00 per hour, but in early September 2020, Ms. Woods terminated her agreement effective no later than September 30, 2020; and

WHEREAS, the City of Guadalupe staff has met with William (Bill) Scott, a planning professional with several years of experience in the planning profession, including serving 17 years as a Planner II with the City of San Jose and 12 years as a Senior Planner for the City of Santa Maria; and

WHEREAS, Mr. Scott confirmed his interest in providing supplemental planning services for the City of Guadalupe at the hourly rate of \$75.00 per hour at approximately 10 hours per week, and subsequently negotiated a contract that that is agreeable to the City and to Mr. William (Bill) Scott for providing said services; and

WHEREAS, the City desires to retain William (Bill) Scott to provide said services with a new agreement commencing on September 22, 2020 through September 22, 2021, which agreement is attached the staff report for this item as Attachment 2.

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

SECTION 1. The Agreement for Consulting Services between the City of Guadalupe and Mr. William (Bill) Scott, attached to the staff report for this item as Attachment 2, and incorporated in this resolution, is hereby approved.

SECTION 2. The Mayor is authorized to sign the Agreement with William (Bill) Scott on behalf of the City.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 22nd day of September, 2020 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2020-79** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 22, 2020 and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Phillip Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
WILLIAM (BILL) SCOTT**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "**Agreement**") is made and entered into this 22nd day of September 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("**City**") and WILLIAM (BILL) SCOTT, a sole proprietorship ("**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 be for a period of one (1) year from commencing on September 22, 2020 through September 22, 2021, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

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

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

Section 4. Compensation and Method of Payment.

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

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (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 agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

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

(b) Consultant shall not, without prior 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 in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

(2) General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize 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: **William (Bill) Scott
733 Laguna Avenue
Santa Maria, CA 93454**

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:

CONSULTANT:

CITY OF GUADALUPE

WILLIAM (BILL) SCOTT

By: _____
Ariston D. Julian, Mayor

by: _____
William (Bill) Scott

APPROVED AS TO FORM:

Philip Sinco, City Attorney

ATTACHMENT A – Scope of Services

Consultant will provide City with planning services similar to a fully trained planner, working in conjunction with the Contract Planning Director. Supervision of the Consultant will be through the City Administrator. Consultant will not maintain an office at the City as Consultant is an Independent Contractor and will maintain her own office, but Consultant will provide ministerial and discretionary planning services as needed to process Zoning Clearance applications, and various conditional use permits, design reviews and various map applications, prepare California Environmental Quality Act (CEQA) documents, Categorical and General Exemptions as needed for privately submitted projects, or City projects. Consultants shall attend meetings and hearings, at the request of the City Administrator, as needed to perform the job of contract planner and communicate with staff and the public through electronic mail and telephonically. In general, the Consultant will not exceed 10 hours per week, unless working on a discretionary project (applicant reimbursable) or as otherwise requested by the City Administrator.

ATTACHMENT B – Compensation

Contract Planner shall be compensated at the rate of Seventy Five (\$75.00) Dollars per hour.

William (Bill) Scott

Contact Info: bremscott@hotmail.co

Accomplished in applying the procedures and practices related to City Planning and land use permitting. Extensive skill in the efficient, thorough; and timely processing of Development Permits, Subdivision Maps and Site Plans.

Work Experience:

August 1989 – May 2006: Planner II, City of San Jose - San Jose CA.

June 2006 – March 2018: Senior Planner, City of Santa Maria - Santa Maria, CA.

Examples of work experience include, but are not limited to:

- **Development Review:** In collaboration with the City's Development Review team, efficiently processed a wide variety of applications for Planned Development (PD) Permits, Subdivision Maps, and Use Permits.
- **Plan Check:** in conjunction with City Building Division staff, reviewed Plan sets for Plan Check (Building Permit Approval).
- **Environmental Review:** Prepared all types of Environmental Documentation and implemented applicable mitigation measures in accordance with the requirements of the California Environmental Quality Act (CEQA); and applicable City Policies.
- **Land Use Analysis:** Analyzed the potential opportunities, constraints; and City Policy conformance for proposals to change City land use designations; and prepared clear, concise; and factually accurate staff reports to the Planning Commission and the City Council.

Education: Bachelor's Science (Education), University of Central Oklahoma - Edmond, OK Fall Semester 1973 –Spring Semester 1977. Mapping and Drafting Studies, Oklahoma State Tech. 1976 -1978.

Skills: Microsoft Office, Power Point presentations. Strong analytical and communication skills, both verbal and in writing. Strong in collaboration with *all* stakeholders. Supportive of *team* production and *team success*. Over 30 years of successful professional City Planning experience.



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 22, 2020

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

Approved by:
Todd Bodem, City Administrator

SUBJECT: Guadalupe trail to the beach feasibility study update, for information only.

RECOMMENDATION:

That City Council receive an update on the Guadalupe trail to the beach feasibility study.

DISCUSSION:

Since 2018, the Coastal Conservancy, with their consultant MIG, have coordinated with Guadalupe, local residents, local community organizations, and public agencies involved in related planning efforts to gather and share information and preliminary ideas for assessing the feasibility of creating a multi-use trail that would extend from Guadalupe to nearby beaches allowing a non-motorized recreational route. A Project Advisory Team (PAT) was formed and has met twice, and a community meeting was held jointly with Local Government Commission (LGC), Rural Community Development Corporation of California (RCDCC), and others to hear feedback on various efforts.

As a separate but related project, The Coastal Conservancy is working with the County of Santa Barbara on the feasibility of a similar multi-use trail along the Santa Maria Levee between City of Santa Maria and Guadalupe, with the goal of connecting the two within or just outside the City of Guadalupe. If constructed, that trail would enable future connection from the City of Santa Maria to the coast. That feasibility study will identify significant constraints or obstacles for that link.

The Guadalupe to the beach project is intended as an initial phase in trail planning, identifying top priority alignments to help focus future investment in more detailed technical analyses prior to implementation. Through community and PAT meetings in 2018 and 2019, seven initial alignments emerged as alternatives for further study. There are opportunities and constraints associated with each of these potential alignments, making some more feasible than others for future implementation. Through additional study and a set of "trail alignment criteria," the seven initial alignments will be narrowed down to two or three priority alignments. The "alignment criteria" help assess possible trail routes based on whether they achieve the planning and design goals (based on General Plan and Mobility and Revitalization Plan goals) and how well they score on the route identification criteria (see

attached Draft Trail Alignment Criteria document). The final Trail Study will include planning and design guidelines to achieve best practices for future implementation.

Over the next few months, the Team will continue inter-agency coordination to ensure continuity with related projects in the vicinity; reach out to agricultural landowners for input on exploring nearby alignments; assess where the seven initial alignments fall in relation to the trail criteria; and draft a Trail Feasibility Study summarizing findings. A Draft Trail Feasibility Study will be distributed to the PAT in late November, with an invitation to share the draft with their organizations' members for input. After the PAT review period, the Team will share the Draft, along with appended PAT comments to the City Council for review and comment. A revised Final Trail Feasibility Study is planned for completion in January.

FISCAL IMPACT

Completing this feasibility study will enable submission of a more developed and competitive grant application during future funding opportunities.

Attachment 1: Guadalupe trail to Beach criteria

Attachment 2: background informational flyer

Trail Alignment Criteria

Guadalupe Trail to Beach Feasibility Plan

Introduction

The alignment criteria help assess possible trail routes based on whether they achieve the planning and design goals (Part 1) and how well they score on the route identification criteria (Part 2). The map to the right identifies potential trail alignments, yet the preferred trail route(s) (up to three alternatives) are unidentified. By applying the route identification criteria (Part 2) to all potential routes, priority alignments will reveal themselves as those that receive the highest scores. After determining the preferred trail route(s), the planning and design guidelines for implementation (Part 3) is determined to achieve best practices.

Part 1: Trail to Beach Planning and Design Goals

Identify, develop, and deliver trails that meets these six planning goals. These goals reflect the Guadalupe Community's vision by aligning the project goals from the Guadalupe General Plan and the Guadalupe Mobility Revitalization Plan (see the key below). Possible trail connections must achieve each goal as follows:

1. Supports commuting and recreation needs
 - Cross-Town Connectivity (GM 1)
 - Sidewalks and Safe Routes to School (GM 3)
 - Decentralized Growth (GM 5)
 - A safe transportation system (GP Cir-1)
 - A well-connected transportation system (GP Cir-1)
 - A safe and active transportation and recreation network for all users (GP H-3)

2. Attracts a range of users including residents and tourists
 - Capitalizing on Tourism (GM 2)
 - Businesses and Services (GM 4)
 - A vibrant tourist destination (GP ED-2)
 - A community with a small-town, historic feel (GP CD-4)
 - A vibrant community (GP CD-1)
 - A community with a sense of place (GP CD-2)
3. Provides accessibility and safety for all trail users
 - Sidewalks and Safe Routes to School (GM 3)
 - An affordable and accessible transportation system (GP Cir-4)
 - Enhanced community safety and low crime rates (GP S-5)
 - A safe and active transportation and recreation network for all users (GP H-3)
 - A safe community (GP H-4)
4. Supports best practices for maintenance and design
 - A sustainable transportation system (GP Cir-3)
 - Adequate parks and recreational facilities to meet community needs (GP OSA-2)
 - An aesthetically pleasing community (GP CD-5)



Potential Alignments

- A safe and active transportation and recreation network for all users (GP H-3)
5. Provides memorable experience that reflects the area's identity and appeals to first-time users and recurring visitors
- Capitalizing on Tourism (GM 2)
 - Community Identity (GM 6)
 - A vibrant community (GP CD-1)
 - A community with a sense of place (GP CD-2)
 - A community that reflects cultural heritage (GP CD-3)
 - A community with a small-town, historic feel (GP CD-4)
 - An aesthetically pleasing community (GP CD-5)
6. Protects the natural environment and preserves the cultural heritage of the area
- Protected pristine habitats to ensure the longevity of native species as the built environment develops (GP Con-1)
 - Enhanced regional and intergovernmental conservation efforts (GP Con-4)
 - A scenic agricultural setting (GP OSA-3)
 - A pristine open space environment (GP OSA-4)
 - A community that reflects cultural heritage (GP CD-3)

Key

GP – Guadalupe General Plan Element Goals (related goals)

Cir – Circulation

1. A safe transportation system.
2. A well-connected transportation system.
3. A sustainable transportation system.
4. An affordable and accessible transportation system.

Con - Conservation

1. Protected pristine habitats to ensure the longevity of native species as the built environment develops.
4. Enhanced regional and intergovernmental conservation efforts.

ED - Economic Development

2. A vibrant tourist destination

OSA - Open Space and Agriculture

2. Adequate parks and recreational facilities to meet community needs.
3. A scenic agricultural setting.
4. A pristine open space environment.

S - Safety

5. Enhanced community safety and low crime rates.

CD - Community Design

1. A vibrant community
2. A community with a sense of place
3. A community that reflects cultural heritage
4. A community with a small-town, historic feel
5. An aesthetically pleasing community

H - Health

3. A safe and active transportation and recreation network for all users.
4. A safe community

GM – Guadalupe Mobility Plan Key Issues

1. Cross-Town Connectivity
2. Capitalizing on Tourism
3. Sidewalks and Safe Routes to School
4. Businesses and Services
5. Decentralized Growth
6. Community Identity

Part 2: Route Identification Criteria

ROUTE / SECTION	Connectivity				Access				Opportunity				
	Creates local connection	Creates regional connection	Provides a direct alignment for commuting	Accesses park(s), natural areas, and/or recreation facilities	Accesses retail and restaurants	Accesses places of work	Accesses residential areas	Accesses transit	Accesses cultural and/or educational areas	Limited or no need for acquisition	Publicly owned, or easement, use agreement, or lease is available	Located in existing corridor and public access is negotiable	Limited permitting requirements anticipated
Route X, Section A													
Route X, Section B													
Route Y, Section A													

ROUTE / SECTION	Users				Environmental Impacts				Costs and Funding				Safety				Support			
	Provides a diversity of skill and comfort levels	Serves multiple active transportation modes	Avoids natural and man-made hazards	Minimizes impacts on native vegetation and wildlife	Topography allows for an accessible trail without excessive cut / fill requirements	Avoids saturated soils and minimizes water crossings	Cost seems reasonable to benefits	Possible project funding sources	Provides multiple safe access points and unobstructed travel	Separated from vehicles or on-street route with low speed and volume	Contains minimal vehicle and rail crossings	Volunteer and/or partner organization support	Project Advisory Team (PAT) Support	Agency/ Jurisdiction support collaboration						
Route X, Section A																				
Route X, Section B																				
Route Y, Section A																				

Part 3: Planning and Design Guidelines for Implementation

Planning and design best practices for detailed trail alignments and amenities are described as follows:

Support a functional trail system

- Meet State and Federal guidelines for trails with capacity for high daily usage and peak travel usage.
- Align with or guide new trail users to destinations (public restrooms, retail, neighborhoods, points of interest, etc.).
- Provide relatively direct alignments in support of commuting by limiting unnecessary meandering alignments unless they are secondary routes.
- Link neighborhoods to recreational facilities, parks, employment, retail, businesses, entertainment, education, etc.
- Align the trail to adjacent parks when feasible in order to maximize recreational potential.
- Design trails with sufficient width to provide users with room to navigate away from other users for a more pleasurable and safe experience for everyone.

Provide sustainable trails that incorporates best practices and limited maintenance

- Provide safe access from adjacent streets, off-street parking, and alongside the trail where feasible to avoid informal paths being created.
- Provide maintenance vehicles with through access or space for vehicle turn-arounds on separated trail facilities.
- Research and utilize technologies that reduce waste, consume less energy, and/or present less environmental harm or risk (such as the use of recycled asphalt, aligning trails along existing maintenance roads, etc.).
- Seek to develop trails in the most cost-efficient manner. Measure best practices against cost and weigh all factors.
- Seek to install bridge undercrossings along creeks at no less than the 10-year flood level.
- Avoid infrastructure that is difficult to repair or replace (such as concrete posts and rail fences).
- Select plant materials that are drought-tolerant and spaced appropriately so they do not grow onto the trail or uplift the pavement.
- Minimize the use of gates and bollards except where needed to allow maintenance access.

Incorporate accessibility and safety features

- Scale projects for high-use and visibility, supporting a greater sense of safety and personal security.
- Maximize visibility from existing developments.
- Maximize visibility of the trail from arterial roadways when possible.
- Post signage with typical safety notices for potential challenges to an alignment and conflicts with other trail users.
- Include an enforceable rules sign at all trailheads.
- Provide features as a means to increase usage and discourage illegal behavior (examples include interpretive fencing, directional signage, fencing to limit trespassing, etc).
- Seek to maximize visibility along the trail for user comfort; avoid blind turns and hiding spaces.
- Design trail to State and Federal standards to support multi-use and ability: people of all ages with varying abilities, including but not limited to youth, seniors, strollers, wheelchairs, and assisted walking.
- Separate adjacent activities (exercise, running, cycling, and playing) from the active trail route to allow through traffic flow.
- Provide ADA-compliant ramps at grade changes when possible.
- Avoid creating "box canyons"- areas where the trail corridor is fully enclosed by dense vegetation, walls, backs of buildings, or other barriers.

Attract a range of users with unique trail features

- Support universal accessibility to the greatest extent possible.
- Develop gateways and custom signage unique to the area.
- Provides a range of experiences (from urban to suburban to rural; develop an interesting trail whether commuting or recreating).
- Increase use of the trails by connecting, or signing to, residential areas.
- Include aesthetic design elements and wayfinding to destinations when a segment of the trail is less than desirable feature (highway, industrial development, etc.).
- Provide access to a variety of natural and man-made sites to encourage recreation and a deeper understanding of the surrounding area if possible.
- Provide destinations and/or "stop and learn" interpretive moments (interpretive signage, signage to points of interest, viewing areas, etc.) to draw more people to the trail.
- Incorporate public art at highly visible locations.
- Acknowledge our local and desirable California and Mediterranean climate landscape by selecting native and drought-tolerant landscaping.

Guadalupe to Beach Trail Feasibility Study



About The Study

The State Coastal Conservancy is currently conducting a community-based planning process that assesses the feasibility of creating a Multi-Use Trail that connects the City of Guadalupe to the Coast.

The Goals of the Study include:

- Supporting health benefits through active transportation and recreation
- Connecting to regional bicycle routes
- Exploring opportunities for new parks and green infrastructure connecting to coastal areas and along the Santa Maria River
- Stimulating economic development with ecotourism
- Enhancing opportunities to learn about nature, culture, and history

This study is being closely coordinated with other exciting planning projects in and around Guadalupe, including a regional trail study, the river levee trail, a city mobility plan, a community resilience plan, and improvements at Leroy Park.



Please visit the following website for additional information about the Study, as well as the other projects in the area:

<https://guadalupe.rcdcc.org/trail-to-the-ocean/>

QUESTIONS / COMMENTS / SUGGESTIONS ?

We want to hear from You! Please email Rachel Couch at Rachel.Couch@scc.ca.gov with any questions, comments, or suggestions, and to be added to our mailing list for upcoming opportunities to participate in the planning process!

Estudio de Viabilidad del Sendero de Guadalupe a la Playa



Acerca del Estudio

La Agencia Estatal para la Conservación de la Costa (State Coastal Conservancy) está llevando a cabo actualmente un proceso de planificación basado en la comunidad que evalúa la viabilidad de crear un sendero de usos múltiples que conecta la ciudad de Guadalupe a la costa.

Los objetivos del estudio incluyen:

- Apoyar los beneficios para la salud a través del transporte activo y recreación.
- Conexiones a rutas regionales de bicicleta.
- Explorar oportunidades para nuevos parques e infraestructura verde que se conecta a las zonas costeras y a lo largo el Río Santa María.
- Estimular el desarrollo económico con ecoturismo.
- Mejorar las oportunidades para aprender sobre la naturaleza, la cultura, e historia.

Este estudio se está coordinando estrechamente con otros proyectos interesantes de planificación en Guadalupe y sus alrededores, incluyendo un estudio regional de senderos, el sendero del dique del río, un plan de movilidad de la ciudad, un plan de resiliencia comunitaria y mejoras en Leroy Park.



Visite el siguiente sitio web para obtener información adicional sobre el estudio, así como otros proyectos en el área:

<https://guadalupe.rcdcc.org/trail-to-the-ocean/>

PREGUNTAS / COMENTARIOS / SUGERENCIAS ?

¡Queremos escuchar de ti! Envía un correo electrónico a Rachel Couch a Rachel.Couch@sc.ca.gov con cualquier pregunta, comentario o sugerencias, y para ser añadido a nuestra lista de correo para las próximas oportunidades de participar en el proceso de planificación.

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF AUGUST 2020**

PART I: CRIMES

TYPE OF CRIMES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED	REPORTED	CLEARED
187 PC HOMICIDE	0	0	0	0	0	0	0	0
261 PC RAPE	0	0	0	1	4	4	1	1
211 PC ROBBERY	0	0	1	0	0	0	1	0
242/245 PC ASSAULT	4	4	4	3	43	40	36	30
459 PC BURGLARY	1	0	7	3	14	2	24	5
484/487 PC THEFT	2	0	4	0	30	1	19	4
10851 VC VEH THEFT	0	0	1	2	17	6	12	9
451 PC ARSON	0	0	0	0	1	1	0	0
TOTAL	7	4	17	9	109	54	93	49

PART II: REPORTED CRIMES

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	84	97	598	605
TOTAL REQUEST FOR SERVICE	322	239	2,407	1,831
TOTAL ACTIVITY FOR THE MONTH	406	336	3,005	2,436
DOMESTIC VIOLENCE REPORTS	2	2	14	17
TOTAL PROPERTY STOLEN	\$3,127	\$6,897	\$37,898	\$26,768
TOTAL PROPERTY RECOVERED	\$0	\$833	\$300	\$24,578

PART III: ARREST SUMMARY

OFFENSES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES
FELONY	5	0	7	5	50	10	48	9
MISDEMEANOR	16	3	10	3	106	5	75	29
TOTAL	21	3	17	8	156	15	123	38
23152(a&b) VC ARREST	6		2		24		21	
WARRANT ARREST	3		3		22		31	

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

**GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF AUGUST 2020**

PART IV: NARCOTICS ACTIVITY

TYPE OF NARCOTICS	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST	REPORTED	ARREST
HEROIN	0	0	0	0	0	0	2	2
COCAINE	0	0	0	0	0	0	1	1
METHAMPHETAMINE	1	1	2	2	3	3	6	6
MARIJUANA	1	1	0	0	1	1	10	10
PARAPHERNALIA	0	0	1	1	1	1	1	1
TOTAL	2	2	3	3	5	5	20	20

PART V: SPECIAL DATA

	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
OFFICERS ASSAULTED	0	0	1	1
INJURED ON DUTY	0	0	0	1

ADDITIONAL INFORMATION:

STAFFING: 1 POLICE CHIEF
 2 POLICE SERGEANT
 10 POLICE OFFICERS 2 UNFILLED POSITIONS
 2 OFFICE STAFF PERSONNEL
 5 RESERVE POLICE OFFICERS 4 UNFILLED POSITION
 1 COMMUNITY SERVICE TECHNICIAN FULL TIME POSITION UNFILLED AS A PART-TIME POSITION
 0 EVIDENCE TECHNICIAN UNFILLED POSITION
 2 POLICE VOLUNTEER(S)

COMMENTS:



GUADALUPE FIRE DEPARTMENT



TO: PUBLIC SAFETY DIRECTOR, MICHAEL CASH
FROM: CAPTAIN PATRICK SCHMITZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 August 1, 2020 – August 31, 2020

DATE: 09/01/2020

CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Business License (GMC 5.04.040)	0	0	0	0
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	0	0	0	2
Fowl, Livestock and Wild Animals (GMC 6.04.210)	0	0	0	2
Litter Accumulation (GMC 8.12.020)	3	4	7	2
Abatement of Weeds and Rubbish (GMC 8.16.010)	0	1	1	9
Unsafe Living Conditions (GMC 8.40.020)	0	0	0	0
Unlawful Property Nuisance (GMC 8.50.070)	0	1	1	5
Graffiti Abatement (GMC 9.07.060)	9	0	9	1
Abandoned Vehicles (GMC 10.36.010)	5	4	9	9
Unapproved Vehicle Covers (GMC 10.36.010)	0	0	0	0
Portable/fixed basketball goals (GMC 10.48.050)	0	0	0	4
Yard Sale Signs (GMC 12.13.010)	0	0	0	2
Tampering with Water Service (GMC 13.04.200)	0	0	0	0
Working Without Permits (GMC15.04.020)	1	0	1	1
Address Number (GMC 15.08.020 (505.1))	3	0	3	1
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	0	0
Damage Fence (GMC 18.52.125)	0	0	0	0
Parking on Front Yard Setback (GMC 18.60.035)	2	7	9	7
Landscape Maintenance Required (GMC 18.64.120)	0	0	0	2
Inspection/Complaints (No Violation Found)	1	1	2	3
Apartment Inspections	0	0	0	3
Yearly Business Inspections	0	2	2	20
Other	4	0	4	6
TOTAL	28	20	48	79
Complaints Received	1	3	4	N/A

Miscellaneous	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Visitors	26	25	51	198
Public Relations ()	0	0	0	1
School Visits ()	0	0	0	0

CALLS FOR SERVICE August, 2020

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)	Year to date (2019-2020)
Medical	31	43	74	59
Structure Fire	0	0	0	0
Cooking Fire	0	1	1	0
Trash or Rubbish Fire	0	1	1	0
Vehicle Fire	0	0	0	1
Grass/Vegetation Fire	2	1	3	2
Other Fire	0	1	1	1
Motor Vehicle Accidents with Injuries	1	2	3	7
Motor Vehicle Accidents No Injuries	0	2	2	2
Motor Vehicle/Pedestrian Accident	1	1	2	1
Hazardous Materials Spill/Release	1	1	2	1
Hazardous Condition Other	0	0	0	0
Water Problem/Leak	0	0	0	0
Animal Problem / Rescue	0	0	0	0
Search / Rescue	0	0	0	0
Public Assistance	2	2	4	3
Police Matter/Assistance	0	1	1	1
Illegal Burn	0	0	0	0
Smoke/CO Detector/Fire Alarm Activation	0	6	6	2
Dispatch and Canceled En-route	2	7	9	6
False Alarm	0	1	1	0
TOTAL	40	70	110	86

Additional Information

STAFFING: 1 Public Safety Director (Police/Fire Chief)
 3 Fire Captains
 3 Fire Engineers
 1 Permit Tech/Firefighter
 5 Paid Call Firefighters 7 Positions Vacant

Special Coverage:

- Strike Team Deployment Pond Inc (E-681 with 3 personnel, 5 Days)
- Strike Team Deployment Stagecoach Inc (E-681 with 3 personnel, 7 Days)



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

Memorandum

To: Todd Bodem, City Administrator
From: Anna Marie Santillan Michaud, City Treasurer
Subject: Treasurer's Report – August 2020
Date: September 14, 2020

This memo explains the changes in the monthly Treasurer's report for August 2020 compared to the prior month. August cash increased by due primarily to:

- 08/14/20 \$370,074.00 MKL (Pasadera)
- 08/25/20 \$151,345.00 State of California (DOT)

**Treasurer's Report
Investments and Cash as of August 31, 2020**

Local Agency Investment Fund ("LAIF") Account 98-42-346	\$8,449,713.46
Total Investments	\$ 8,449,713.46
Cash	
Checking Account 155-503815 ("Warrant Account")	\$992,614.41
Checking Account 155-003261 ("Payroll Account")	\$ 64,815.68
Total Cash	\$ 1,057,430.09

***Actual ending balances reconciled to Bank Statements**

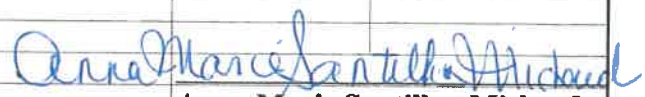
The following is a summary of the City's cash and investments as of August 31, 2020 compared with the prior month.

Investments and Cash	July 31, 2020	August 31, 2020
Investments	8,449,713.46	8,449,713.46
Cash	460,664.38	1,057,430.09
Total	\$ 8,910,377.84	\$ 9,507,143.55

**** Total Cash and Investments agree to General Ledger.**

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

Submitted: 9/14/2020


Anna Marie Santillan Michaud
City Treasurer



Recreation and Parks
 918 Obispo Street
 P.O. Box 908
 Guadalupe, CA 93434
 Ph: 805.356.3894
 Fax: 805.343.5512
 Email: cguzman@ci.guadalupe.ca.us

RECREATION AND PARKS MONTHLY REPORT
For August 2020

Summary of Rentals/Usage for City Facilities & Parks

FACILITY	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR- TO-DATE (FY 19/20)	LAST YEAR- TO-DATE (FY 18/19)
Auditorium/Gym	0	18	281	272
O'Connell Park	0	3	8	18
LeRoy Park	0	1	4	5
Senior Center	5	20	203	83
City Parking Lot	0	1	15	11
Council Chambers	8	6	125	162

The above Council Chamber totals includes formal City Council Meetings and 5 other separate meetings / interviews conducted by staff.

In the past couple of months there has been limited use of City facilities due to COVID-19 restrictions recommended by the County and adopted by the City. Hopefully some changes will occur into the future that will allow the City to return to normal operations.

Presently the City Senior Community Center continues to be a host site for one of four Santa Barbara County Food Bank Distribution sites here in Guadalupe. Our City sponsored group of Foodbank Distribution Volunteers have provided food assistance to our Community as follows:

March through July 2020 Totals	Families Served	Individual Served
Weeks One through Nineteen	5,078	21,517
August 2020		
Week 20	279	1186
Week 21	308	1441
Week 22	257	1114
Week 23	274	1182

As reported previously we have been very fortunate to have volunteers assisting with our food distribution There have been 91 plus volunteers over the last 19 weeks. I again would like to acknowledge the following additional Volunteers for their invaluable dedicated service:

Michael Jimenez	Mary Kayla Norwood	Trinity Werthman	Saul Dominguez
Rafael Gutierrez	Clara Kaun	Frank Medina	Aracely Medina

In addition, I am also happy to report that the Leroy Park Renovation project is moving along very quickly with a lot of building demolition and tree removal. The Rural Community Development Corporation of California (Tom Brandeberry and Sonia Rios-Ventura) is also spear heading the development of a competitive grant for the renovation of the City's Central Park. This grant proposal will be due in December of this year.

Respectfully,

Charlie Guzman
Recreation Coordinator
City of Guadalupe



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 22, 2020

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

Approved by:
Todd Bodem, City Administrator

SUBJECT: Wastewater treatment plant update, for information and discussion only.

RECOMMENDATION:

That City Council receive and discuss an update on the wastewater treatment plant status.

DISCUSSION:

The wastewater treatment plant at 5125 West Main Street consists of a Biolac treatment system with a design flow rate of 0.96 million gallons per day (MGD). This Biolac system was installed in 2012.

In 2014, a Wastewater Master Plan evaluated the treatment plant for current and future flows and identified a buildout flow of 1.17 MGD. The Master Plan recommended installing a second Biolac system to address future flows. The 2014 opinion of cost for a new Biolac was \$3.58 million.

Before the Biolac system was installed in 2012, the City's wastewater treatment process consisted of an Advanced Integrated Pond System (AIPS) with two treatment trains: ponds 1 and 3 in series had a design treatment capacity of approximately 400,000 gallons per day and ponds 2 and 4 in series had a design treatment capacity of approximately 600,000 gallons per day for a total design flow rate of 0.96 MGD. The Biolac system was installed in treatment pond 3, leaving the treatment train consisting of ponds 2 and 4 mostly intact but not in use.

The existing Biolac system functions well when conditions are stable. However, when the treatment process experiences high flows from changes in industrial discharges, and high organic loading as a result of septage disposal, the system struggles with compliance. Although current monthly average flow rates are within the design capacity of the plant, the process is not stable at peak flows of as high as 1.13 MGD, experienced this year. In addition, due to the lack of a functioning grit removal system, grit buildup within the Biolac basin has reduced treatment capacity and is acting like sandpaper, wearing out the bottom of the diffusers that distribute air throughout the bottom of the system. City staff explored reinstating the AIPS treatment train consisting of ponds 2 and 4 to provide additional treatment plant capacity, treatment flexibility, and some minimal treatment while the Biolac system is removed from service for maintenance, parts replacement, and grit removal.

The original AIPS system was installed in 2004 and was able to meet compliance for several years. However, by the time it was removed from service in 2012, it was regularly failing to meet compliance due to high total suspended solids (TSS) concentrations. At first, City staff assumed that the inability of the AIPS system to meet compliance was a failure of design. However, in reviewing the original AIPS construction documents, it was discovered that the design effluent (wastewater treatment plant treated discharge) TSS concentration was 100 mg/L, well above the monthly average monthly compliance limit of 60 mg/L. Therefore, the AIPS system was never going to be able to meet the effluent regulatory numbers, and probably only met compliance early on due to low flows.

Since the treatment train available for reinstatement has a design capacity of approximately 600,000 gallons per day, and the treatment plant only needs 210,000 gallons per day extra capacity to meet buildout flows, it is anticipated that reinstating this treatment train will be able to meet buildout flows. In addition, the effluent TSS of around 100 mg/L can blend with the Biolac effluent, that has a TSS of less than 10 mg/L when running well, to achieve an effluent TSS well within regulatory compliance limits. Regulatory staff at the Regional Water Quality Control Board indicate that they support this plan.

FISCAL IMPACT

Installing a redundant Biolac system will cost the City at least \$3.8 million. As shown in Table 1, City staff can reinstate half of the original AIPS system for a total cost of \$679,000, \$160,000 this fiscal year, and \$494,000 next fiscal year. \$150,000 is in the budget this year for aerator replacement. Additional unanticipated funds of approximately \$75,000 are available from Clay's rent payments this year.

Table 1: Estimated cost to reinstate half of AIPS and maintain existing Biolac

Component	Required?	Cost Estimate
Replacement aerator(s) for AIPS system	Required now	\$50,000
Repair HDPE liner	Required now	\$10,000
Clean Biolacsystem	Required now	\$70,000
Replace recycle pump	Required now	\$5,000
Replace Biolac Components	Required now	\$25,000
Total required now		\$160,000
Fix grit removal system	Required next FY	\$424,000
Total required		\$629,000
Purchase maintenance boat	Optional	\$20,000
Remove sediment from AIPS basins	Optional	\$30,000
Replace dissolved oxygen monitoring system	Optional	\$20,000
Total cost		\$684,000



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of September 22, 2020**

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

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

SUBJECT: Parking lot maintenance options, for information and discussion only.

RECOMMENDATION:

That City Council receive and discuss options for City facility parking lot maintenance.

DISCUSSION:

The City owns several facilities that have parking lots, including the senior center, the City public parking lot, American Legion, O'Connell Park, and Central Park. Leroy Park is not included in this estimate because it is currently undergoing rehabilitation.

These parking lots appear to have not had maintenance in several years. VSS International Inc. is currently under contract to perform slurry sealing of several streets requiring light maintenance. An evaluation of costs is presented for consideration including slurry sealing of these parking lots as an addition to the 2020 slurry seal project.

Slurry seal material is estimated at one ton for every 1,000 ft.² of surface. VSS International, Inc. bid slurry seal at \$305.81 per ton of type II slurry seal. 4-inch wide thermal paint is \$3.21 per linear foot. The table below shows each location's estimated size of asphalt, estimated length of paint, and estimated cost if slurry seal is the appropriate treatment, assuming that a contractor is willing to perform this work for this price (because of tight corners and limited space, parking lots tend to be more difficult to treat). If the asphalt requires rehabilitation, the estimated cost is \$7.68 per ft.².

Facility	Lot size (ft ²)	Paint (lf)	Other	Fund	Sealing \$	Rehab \$
Senior center	6,300	320	1 ADA	Facilities	\$ 3,453.80	\$ 49,911.20
City parking lot	15,000	920	2 ADA	Facilities	\$ 8,540.35	\$ 119,153.20
American Legion	5,400	None	2 Fire Ln.	Facilities	\$ 2,651.37	\$ 42,472.00
O'Connell Park	12,600	500	2 ADA	Park	\$ 6,458.21	\$ 99,373.00
Central Park	4,000	None	None	Park	\$ 1,723.24	\$ 30,720.00
Total facilities					\$14,645.52	\$ 211,536.40
Total park					\$8,181.45	\$ 130,093.00
Total					\$22,826.97	\$ 341,629.40

Facilities have up to \$55,000 in the FY 20 – 21 budget that is potentially available for facilities parking lot maintenance projects. This includes \$18,000 to address stormwater regulation requirements (\$180,000 for work that needs to be done within the next 10 years to meet regulations), \$5,900 for American Legion upkeep, and \$31,000 to repair concrete in front of City Hall. If stormwater upgrades are deferred, there is enough money to seal all of the facilities parking lots, but not enough for any rehabilitation.

\$6,720 was budgeted for gopher control in the parks fund. If outside professional services are not sought for gopher control at O'Connell Park, this money can be available for sealing O'Connell Park's parking lot.