



City of Guadalupe AGENDA

Regular Meeting of the Guadalupe City Council

Tuesday, November 22, 2022, at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers

The City Council meeting will broadcast live on Charter Spectrum Cable Channel 20 and 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, November 22, 2022.

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 Liliana Cardenas
Council Member Gilbert Robles
Council Member Eugene Costa Jr.
Mayor Pro Tempore Tony Ramirez
Mayor Ariston Julian

2. PLEDGE OF ALLEGIANCE

3. 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.

4. CEREMONIAL CALENDAR

- Proclamation – Antonio “Tony” Ramirez, Council Member
- Microenterprise Recipient Recognition

5. COMMUNITY PARTICIPATION FORUM

Each person will be limited to a discussion of three (3) minutes or as directed by the Mayor. 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.

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 November 14, 2022.
- C.** Approve the Minutes of the City Council regular meeting of October 25, 2022.
- D.** Approve the Minutes of the City Council regular meeting of November 8, 2022.
- E.** Adopt Second Reading of Ordinance No. 2022-504, repealing Ordinance No. 2020-491, Title 15.04, adopting a new Chapter 4 of Title 15, adoption of State of California 2022 Building Standards Code.
- F.** Adopt Second Reading of Ordinance No. 2022-505, repealing Ordinance No. 2019-483 adopting a new Chapter 8 of Title 15, adoption of the State of California 2022 Fire Code.
- G.** Adopt Resolution No. 2022-101 approving budget amendment and time extension for design services for the Highway 1 and Pioneer Lift Station replacement projects and authorizing the Mayor to sign Amendment No. 2 to the agreement between the City and Michael K. Nunley and Associates.

- H. Approve the Amended Scope of Work and Budget for Subrecipient Agreement with Los Amigos de Guadalupe (LADG).
- I. Adopt Resolution No. 2022-102 approving an “add service” amendment to the agreement with Andrew Goodwin Designs for architect and engineering work with respect to bidding and construction administration for the construction phase of the Royal Theater Renovation Project in an amount not to exceed \$202,635.00.

J. MONTHLY REPORTS FROM DEPARTMENT HEADS

- 1. Public Safety Department:
 - a. Police Department report for October 2022
 - b. Fire Department report for October 2022
 - c. Code Compliance report for October 2022
- 2. Human Resources report for October 2022
- 3. City Treasurer’s report for October 2022
- 4. Recreation and Parks report for October 2022

7. CITY ADMINISTRATOR REPORT: (Information Only)

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

PUBLIC HEARING

9. Continuation of a public hearing from October 25, 2022, to consider a Conditional Use Permit (2022-037-CUP) for Highway 1 General Auto Repair, an automotive repair shop with associated outdoor vehicle staging area on property in the M-C (Industrial Commercial) zoning district at 333 and 363 Guadalupe Street.

Written report: Bill Scott, City Planner

Recommendation: That the City Council:

- a. Receive a presentation from staff; and
- b. Conduct a public hearing, including 1) an opportunity for the applicant to present the proposed project, and 2) receive any comments from the public; and
- c. Adopt Resolution No. 2022-92 approving 2022-037 CUP, including CUP Findings, CEQA Class 32 Exemption and Conditions of Approval.

10. Adoption of the 2042 General Plan and approval of the Mitigated Negative Declaration (SCH # 2022080492).

Written report: Larry Appel, Contract Planning Director

Recommendation: That the City Council:

- a. Receive a presentation from staff and EMC; and
- b. Conduct a public hearing; and

- c. Adopt Resolution No. 2022-103 approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP); and
- d. Adopt Resolution No. 2022-104 adopting the 2042 Guadalupe General Plan.

11. Public hearing to discuss Solid Waste Franchise Agreement.

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

Recommendation: That the City Council:

- a. Receive presentation from staff and Waste Management; and
- b. Conduct the public hearing; and
- c. Provide staff with direction on the next steps for the City's solid waste franchise agreement.

REGULAR BUSINESS

12. Consider Impasse and the imposing of the City's last, best, and final offer on the International Association of Firefighters Unit 4403 (IAFF) pursuant to Government Code Section 3505.7.

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council:

- a. Open the public hearing and receive public comments; and
- b. Receive a presentation from IAFF Unit 4403; and
- c. Receive a presentation from City's lead negotiator; and
- d. Closed the Public Hearing; and
- e. Adopt Resolution No. 2022-105 to impose the City's last, best, and final proposal on IAFF pursuant to Government Code Section 3505.7.

13. FUTURE AGENDA ITEMS

14. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

15. 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 18th day of November 2022.

Todd Bodem

Todd Bodem, City Administrator

PROPOSED FUTURE CITY COUNCIL AGENDA ITEMS

Council Meeting: Date and Subject	Department	Agenda Category	
Tuesday, December 13, 2022, at 6:00 pm / Regular Meeting			
Guadalupe Bulldogs Football Team & Cheerleaders Recognition		Ceremonial Calendar	
Cancellation of the December 27 th City Council Meeting	Administration Dept.	Consent Calendar	
October 2022 Financial Report	Finance Department	Consent Calendar	
Wastewater Consulting Services – Contract Award	Public Works Dept.	Consent Calendar	
Elevated Tank Cell Agreement Review – Contract Award	Public Works Dept.	Consent Calendar	
ADU Ordinance Update	Planning Department	Public Hearing	
Certification of November 8, 2022, General Municipal Election	Administration Dept.	Regular Business	
Appointment of an eligible City resident to fulfill the remainder of Tony Ramirez’ Term	Administration Dept.	Regular Business	
Appointment of Councilmembers to various boards and committees	Administration Dept.	Regular Business	
Veterans Street Naming		Regular Business	
Transit Update	Public Works Dept.	Regular Business	
Tuesday, January 10, 2022, at 6:00 pm / Regular Meeting			
Central Park Conceptual Design Selection	Public Works Dept.	Public Hearing	
Clean California Grant Update	Public Works Dept.	Consent Calendar	
Tuesday, January 24, 2022, at 6:00 pm / Regular Meeting			
Other Unscheduled Items	Proposed Date of Item	Department	Agenda Category
Tree Ordinance		Public Works	New Business
Sidewalk Vending Ordinance		Planning Department	New Business
Vacant Property Ordinance		Administration Dept	New Business
Food Truck and Special Event Ordinance		Planning Dept	New Business
Gift Policy		City Attorney	New Business
Recognizing Food Distribution Volunteers			Ceremonial Calendar
Benefit for Unrepresented Employees		Human Resources	New Business
Al’s Union Property			New Business
Rent Stabilization			New Business
Little House by the Park Presentation – 2022 Update (Sam Duarte)	2/28/2022		

City of Guadalupe



Guadalupe, California

Proclamation

EXPRESSING APPRECIATION TO

Antonio Ramirez

FOR HIS SERVICE AS COUNCIL MEMBER OF THE CITY OF GUADALUPE

WHEREAS, the City Council of the City of Guadalupe is responsible for exercising and performing all powers, privileges, and duties vested in or imposed upon it by General Law and the Municipal Code; and

WHEREAS, Antonio Ramirez was first elected to serve as a Council Member in November 2016; and re-elected in November 2020 for second 4-year term. He has served as Mayor Pro Tem since December 2020, along with various board and committees; and

WHEREAS, Antonio Ramirez has dedicated six (6) years to the City, all the while influencing growth and development in Guadalupe through his commitment to its constituents and the community as a whole; and

WHEREAS, the City of Guadalupe has benefitted from his commitment of time, energy, knowledge, and strength in numerous matters and by his willingness to commit to difficult decisions which were in the City's best interest; and

WHEREAS, the City of Guadalupe recognize and express deep appreciation, gratitude, and respect for Antonio Ramirez for his humor and his dedicated leadership and his service to the people of Guadalupe.

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 express sincere appreciation and recognition to:

ANTONIO "TONY" RAMIREZ

for his dedication, commitment, and valued contribution while serving our City.

IN WITNESS, WHEREOF, I have hereunto set my hand and have caused the Seal of the City of Guadalupe, California to be affixed hereto this 22nd day of November 2022.



/s/


Ariston Julian, Mayor



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022



Prepared by:
Veronica Fabian
Finance Account Clerk



Reviewed by:
Lorena Zarate
Finance Director



Approved by:
Todd Bodem
City Administrator

SUBJECT: Payment of warrants for the period ending November 14, 2022, 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 approve the listing of hand checks and warrants to be paid on November 23, 2022.

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.

*** VENDOR.: AMA02 (AMAZON BUSINESS)

P.O.BOX 035184

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
102922	FIRE-INV#:1HVK-63VK-WRHK	11-22	10/29/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	TRACKING CAMER(6),SOLAR PANEL KIT(3)	76 4320 3200	1	7346.96	7346.96
		(Cap Fac Fund Pub. Facilities Equipment)			
				Invoice Extension ---->	7346.96

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
34GPK1CVH	PD-INV#:1JV3-4GPK-1CVH	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FOLDER TABS, PACKAGING TAPE	01 4200 1550	1	33.47	33.47
		(General Fund Police Op Supp/Expense)			
				Invoice Extension ---->	33.47

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
7D39NVP9N-C	WWTP-CREDIT-INV#:17D7-D39N-VP9N	11-22	10/21/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WWTP-CREDIT-INV#:17D7-D39N-VP9N	12 4425 1550	-1	22.53	-22.53
		(Wst.Wtr.Op.Fund Wastewater Op Supp/Expense)			
				Invoice Extension ---->	-22.53

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
JJNDH4K9T	FIRE-INV#:1LDJ-JNDH-4K9T	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	DETAILING BRUSH, PROPYLENE GLUCOL,BATTERY	01 4220 1400	1	21.74	21.74
		(General Fund Fire Equipment Maint)			
0002	DETAILING BRUSH, PROPYLENE GLUCOL,BATTERY	01 4220 1460	1	132.64	132.64
		(General Fund Fire Vehicle Maintnc)			
				Invoice Extension ---->	154.38

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
KPCWXJKPM	FIRE-INV#:1PLK-PCWX-JKPM	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	SOLAR PANEL KIT,INTERNAL HARD DRIVE,VIDEO RECORDER	76 4320 3200	1	645.98	645.98
		(Cap Fac Fund Pub. Facilities Equipment)			
				Invoice Extension ---->	645.98

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
N47RKRVMJ	PW-INV#:1Y1N-47RK-RVMJ KEYPAD ENTRY	11-22	10/27/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-INV#:1Y1N-47RK-RVMJ KEYPAD ENTRY	89 4444 3075	1	110.35	110.35
		(CIP CIP Building Improv)			
				Invoice Extension ---->	110.35

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
P317X91TN	FIREINV#:16MP-317X-91TN 3	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIREINV#:16MP-317X-91TN 3	01 4220 1200	1	43.49	43.49
		(General Fund Fire Off Suppl/Postg)			
0002	PRINTER PAPER,OUTDOOR BROOMS	01 4220 1550	1	39.13	39.13
		(General Fund Fire Op Supp/Expense)			
				Invoice Extension ---->	82.62

*** VENDOR.: AMA02 (AMAZON BUSINESS)

P.O.BOX 035184

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->
				8351.23 =====

4050 FLAT ROCK DRIVE *** VENDOR.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
NV0091499 WATER-5/8X3/4 IPERL TR/PL 4WHL 100CF	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001 WATER-5/8X3/4 IPERL TR/PL 4WHL 100CF	10	4420 1535	1	1772.46	1772.46
				(Wtr. Oper. Fund Water Operating Meters)	
				Invoice Extension ---->	1772.46
				Vendor Total ----->	1772.46 =====

AUS WEST LOCKBOX *** VENDOR.: ARA01 (ARAMARK UNIFORM SERVICES)
 P.O. BOX 101179

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020130116 PW/WATER-UNIFORM SERVICE	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001 PW/WATER-UNIFORM SERVICE	10	4420 2150	1	17.06	17.06
				(Wtr. Oper. Fund Water Operating Profl Services)	
				Invoice Extension ---->	17.06

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020130138 P&R-UNIFORM SERVICE	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001 P&R-UNIFORM SERVICE	01	4145 2150	1	66.68	66.68
				(General Fund Building Mtce Profl Services)	
				Invoice Extension ---->	66.68

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020130143 PW/STREETS-UNIFORM SERVICE	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001 PW/STREETS-UNIFORM SERVICE	01	4145 2150	1	1.06	1.06
				(General Fund Building Mtce Profl Services)	
0002 PW/STREETS-UNIFORM SERVICE	01	4300 2150	1	1.07	1.07
				(General Fund Parks & Rec Profl Services)	
0003 PW/STREETS-UNIFORM SERVICE	71	4454 2150	1	8.51	8.51
				(MEASURE A MEASURE A Profl Services)	
				Invoice Extension ---->	10.64

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020130147 PD-MAT NYLON RUBBER	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001 PD-MAT NYLON RUBBER	01	4200 1500	1	112.67	112.67
				(General Fund Police Equipment Replc)	
				Invoice Extension ---->	112.67

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020132140 PW-WWTP-UNIFORM SERVICE	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line Description	G/L Account No		Unit(s)	Unit Cost	Amount

.....
 AUS WEST LOCKBOX *** VENDOR.: ARA01 (ARAMARK UNIFORM SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-WWTP-UNIFORM SERVICE		12 4425 2150	1	32.60	32.60
			(Wst.Wtr.Op.Fund Wastewater Profl Services)			
				Invoice Extension ---->		32.60

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
020137648	PW-WWTP-UNIFORM SERVICE	11-22	11/09/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-WWTP-UNIFORM SERVICE		12 4425 2150	1	32.60	32.60
			(Wst.Wtr.Op.Fund Wastewater Profl Services)			
				Invoice Extension ---->		32.60
				Vendor Total ----->		272.25

.....
 GARRET MATSUURA *** VENDOR.: ARC01 (ARCLIGHT MEDIA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10493	ADM-WEB CONSULTING MONTHLY MAINTENANCE	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	MONTHLY WEBSITE SERVICES - OCT 2022		01 4140 2151	1	345.00	345.00
			(General Fund Non-Departmentl IT Services)			
				Invoice Extension ---->		345.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10534	ADM-CITYS WEBSITE REDESIGN PROJECT-ARPA FUNDING	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-CITYS WEBSITE REDESIGN PROJECT-ARPA FUNDING		01 4140 2151	1	100.00	100.00
			(General Fund Non-Departmentl IT Services)			
				Invoice Extension ---->		100.00
				Vendor Total ----->		445.00

.....
 *** VENDOR.: BRI02 (NORMA BRIBIESCA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11012022	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-CHECK REQUEST-UNIFORM ALLOWANCE		01 4200 0450	1	400.00	400.00
			(General Fund Police Other Benefits)			
				Invoice Extension ---->		400.00
				Vendor Total ----->		400.00

.....
 1301 DOKER DRIVE *** VENDOR.: BUR04 (BURTON'S FIRE, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
S58664	FIRE-SCRENN INTAKE 6 ZINC FIRE, CHARGE-NON TAXABLE	11-22	11/07/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount

.....
 1301 DOKER DRIVE *** VENDOR.: BUR04 (BURTON'S FIRE,INC.)

 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 FIRE-SCRENN INTAKE 6 ZINC FIRE,CHARGE-NON TAXABLE 01 4220 1400 1 47.02 47.02
 (General Fund Fire Equipment Maint)
 Invoice Extension ----> 47.02
 Vendor Total -----> 47.02
 =====

.....
 P.O. BOX 790408 *** VENDOR.: CAR09 (CARDMEMBER SERVICE)

 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 0607 ADM-MINI FIRDGE FOR ADMIN DEPT 11-22 10/24/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 ADM-MINI FIRDGE FOR ADMIN DEPT 01 4105 1550 1 206.61 206.61
 (General Fund Administration Op Supp/Expense)
 Invoice Extension ----> 206.61

.....
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 1984 PD-JIFFY LUBE-2101 CHIEFS OIL CHANGE 11-22 11/07/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 PD-JIFFY LUBE-2101 CHIEFS OIL CHANGE 01 4200 1460 1 120.72 120.72
 (General Fund Police Vehicle Maintnc)
 Invoice Extension ----> 120.72

.....
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 3880 PD-SOAPY JOES-CHIEF CAR WASH 11-22 10/16/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 PD-SOAPY JOES-CHIEF CAR WASH 01 4200 1550 1 20.00 20.00
 (General Fund Police Op Supp/Expense)
 Invoice Extension ----> 20.00

.....
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 5343 FINANCE-DREAM HOST 11-22 10/18/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 FINANCE-DREAM HOST 01 4140 2150 1 13.99 13.99
 (General Fund Non-Departmentl Profl Services)
 Invoice Extension ----> 13.99

.....
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 7895 PD-SM WASH AND LUBE-CHIEF CAR WASH 11-22 10/08/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 PD-SM WASH AND LUBE-CHIEF CAR WASH 01 4200 1550 1 12.00 12.00
 (General Fund Police Op Supp/Expense)
 Invoice Extension ----> 12.00

.....
 INVOICE-TYPE DESCRIPTION PERIOD DATE TERM-DESCRIPTION G/L ACCOUNT No

 8477 PD-SM WASH AND LUBE-CHIEF CAR WASH 11-22 10/08/22 N N N A-NET30 FROM INVOICE 2010
 Line Description G/L Account No Unit(s) Unit Cost Amount

 0001 PD-SM WASH AND LUBE-CHIEF CAR WASH 01 4200 1550 1 12.00 12.00
 (General Fund Police Op Supp/Expense)
 Invoice Extension ----> 12.00

P.O. BOX 790408 *** VENDOR.: CAR09 (CARDMEMBER SERVICE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
8497	PD-QUICK ID CARD	11-22	10/13/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-QUICK ID CARD	01 4200 1550 (General Fund Police Op Supp/Expense)	1	17.45	17.45
	Invoice Extension ---->				17.45

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
8800	FINANCE-BNP MEDIA	11-22	10/07/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-BNP MEDIA	01 4120 1350 (General Fund Finance Mem/Dues & Subs)	1	108.00	108.00
	Invoice Extension ---->				108.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
8876	PW-THE HOME DEPOT	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-THE HOME DEPOT	89 4444 3051 (CIP CIP 089-201)	1	18.22	18.22
	Invoice Extension ---->				18.22
	Vendor Total ----->				528.99

P.O. BOX 7173 *** VENDOR.: CHA03 (CHARTER COMMUNICATIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
501102122	PW -ACCT#:119116501	11-22	10/21/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW -ACCT#:119116501	01 4405 1150 (General Fund Bldg and Safety Communications)	1	40.65	40.65
0002	PW -ACCT#:119116501	01 4200 1150 (General Fund Police Communications)	1	176.14	176.14
0003	PW -ACCT#:119116501	01 4120 1150 (General Fund Finance Communications)	1	54.20	54.20
0004	PW -ACCT#:119116501	01 4105 1150 (General Fund Administration Communications)	1	54.20	54.20
0005	PW -ACCT#:119116501	01 4220 1150 (General Fund Fire Communications)	1	27.10	27.10
0006	PW -ACCT#:119116501	01 4300 1150 (General Fund Parks & Rec Communications)	1	13.55	13.55
0007	PW -ACCT#:119116501	12 4425 1150 (Wst.Wtr.Op.Fund Wastewater Communications)	1	39.29	39.29
0008	PW -ACCT#:119116501	10 4420 1150 (Wtr. Oper. Fund Water Operating Communications)	1	25.74	25.74
0009	PW -ACCT#:119116501	71 4454 1150 (MEASURE A MEASURE A Communications)	1	12.19	12.19
0010	PW -ACCT#:119116501	23 4461 1150 (LTF - Transit LTF Transit Communications)	1	4.07	4.07
	Invoice Extension ---->				447.13
	Vendor Total ----->				447.13

206 E COOK ST *** VENDOR.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
17842	PW-FUEL CHARGES	11-22	09/01/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
------	-------------	----------------	---------	-----------	--------

.....
 206 E COOK ST *** VENDOR.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-FUEL CHARGES		23 4461 1560	1	11891.77	11891.77
			(LTF - Transit LTF Transit Fuels/Lubricant)			
				Invoice Extension ---->		11891.77

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
89991	PD-ACCOUNTS RECEIVABLE BILLINGS	11-22	09/13/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-ACCOUNTS RECEIVABLE BILLINGS		01 4200 2350	1	1026.06	1026.06
			(General Fund Police Svcs.Other Agen)			
				Invoice Extension ---->		1026.06

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
89992	PD-DISPATCH SERVICES GUAD	11-22	09/13/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-DISPATCH SERVICES GUAD		01 4200 2350	1	4197.16	4197.16
			(General Fund Police Svcs.Other Agen)			
0002	PD-DISPATCH SERVICES GUAD		01 4220 2350	1	2013.09	2013.09
			(General Fund Fire Svcs.Other Agen)			
				Invoice Extension ---->		6210.25

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
90537	PD-ACCOUNTS RECEIVABLE BILLING	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-ACCOUNTS RECEIVABLE BILLING		01 4200 2350	1	8.62	8.62
			(General Fund Police Svcs.Other Agen)			
				Invoice Extension ---->		8.62
				Vendor Total ----->		19136.70

.....
 867 GUADALUPE ST *** VENDOR.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
74987	PW-WWTP-TREATMENT PLANT-SAMPLE STATION MAN HOLES	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-WWTP-TREATMENT PLANT-SAMPLE STATION MAN HOLES		12 4425 2150	1	5614.14	5614.14
			(Wst.Wtr.Op.Fund Wastewater Profl Services)			
				Invoice Extension ---->		5614.14
				Vendor Total ----->		5614.14

.....
 850 MORRO BAY BLVD *** VENDOR.: CLE02 (CLEARS INC)
 ATTN: MARY SPONHALTZ

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11012022	PD-CHECK REQUEST-MARY SPNHALTZ PASO ROBLES PD	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-CHECK REQUEST-MARY SPNHALTZ PASO ROBLES PD		01 4200 1350	1	50.00	50.00
			(General Fund Police Mem/Dues & Subs)			
				Invoice Extension ---->		50.00

850 MORRO BAY BLVD
 ATTN: MARY SPONHALTZ
 INVOICE-TYPE DESCRIPTION

*** VENDOR.: CLE02 (CLEARS INC)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
		Vendor Total ----->	50.00 =====

966 HUBER ST
 INVOICE-TYPE DESCRIPTION

*** VENDOR.: CUL01 (CULLIGAN/CENTRAL COAST WATER)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
77788	PD-STONGBASE 9'' TANK RENTAL	11-22 10/31/22 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	PD-STONGBASE 9'' TANK RENTAL	01 4200 1550 (General Fund Police Op Supp/Expense)	1 35.53 35.53
		Invoice Extension ---->	35.53
		Vendor Total ----->	70.53 =====

INVOICE-TYPE DESCRIPTION

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
78010	FIRE-STONGBASE 9'' TANK RENTAL	11-22 10/31/22 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	FIRE-STONGBASE 9'' TANK RENTAL	01 4220 1460 (General Fund Fire Vehicle Maintnc)	1 35.00 35.00
		Invoice Extension ---->	35.00
		Vendor Total ----->	70.53 =====

4809 KOGER BLVD
 INVOICE-TYPE DESCRIPTION

*** VENDOR.: DAN01 (DANA SAFETY SUPPLY, INC.)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
817571	FIRE-2022 UNIT 22-01	11-22 10/26/22 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	PD-2022 4NIT 22-01	76 4320 3200 (Cap Fac Fund Pub. Facilities Equipment)	1 405.86 405.86
		Invoice Extension ---->	405.86

INVOICE-TYPE DESCRIPTION

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
817814	FIRE-22'' ANGLED LOW PROFILE CONSOLE, SWING ARM	11-22 10/27/22 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	FIRE-22'' ANGLED LOW PROFILE CONSOLE, SWING ARM	76 4320 3200 (Cap Fac Fund Pub. Facilities Equipment)	1 998.61 998.61
		Invoice Extension ---->	998.61

INVOICE-TYPE DESCRIPTION

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
818369	FIRE-HAV DOCKING STATION	11-22 10/31/22 N N N A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s) Unit Cost Amount
0001	FIRE-HAV DOCKING STATION	76 4320 3200 (Cap Fac Fund Pub. Facilities Equipment)	1 1776.80 1776.80
		Invoice Extension ---->	1776.80
		Vendor Total ----->	3181.27 =====

4875 EL CAMINO REAL
 INVOICE-TYPE DESCRIPTION

*** VENDOR.: EIK01 (EIKHOF DESIGN GROUP INC.)

PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
--------	------	------------------	----------------

.....
 4875 EL CAMINO REAL *** VENDOR.: EIK01 (EIKHOF DESIGN GROUP INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2022-075	ADM-2022-006 DEVELOPMENT REVIEW	11-22	08/31/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-2022-006 DEVELOPMENT REVIEW	01 2004 (General Fund D.J. FARMS)	1	160.00	160.00
				Invoice Extension ---->	160.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2022-085	PW-2022-006 DEVELOPMENT REVIEW	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-2022-006 DEVELOPMENT REVIEW	01 2004 (General Fund D.J. FARMS)	1	960.00	960.00
0002	PW-2022-006 DEVELOPMENT REVIEW	01 2271 (General Fund Guadalupe Ranch Acres)	1	880.00	880.00
0003	PW-2022-006 DEVELOPMENT REVIEW	01 2070 06 (General Fund La Guardia Townhomes)	1	1760.00	1760.00
				Invoice Extension ---->	3600.00
				Vendor Total ----->	3760.00

.....
 301 LIGHTHOUSE AVE SUITE C *** VENDOR.: EMC01 (EMC PLANNING GROUP INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22-500	ADM-GENERAL PLAN UPDATE	11-22	09/30/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-GENERAL PLAN UPDATE	89 4444 3045 (CIP CIP)	1	765.07	765.07
				Invoice Extension ---->	765.07
				Vendor Total ----->	765.07

.....
 P.O BOX 740407 *** VENDOR.: FRO01 (FRONTIER COMMUNICATIONS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
112522	P&R-ACCT#:805-343-1451-071975-5	11-22	11/25/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:805-343-1451-071975-5	01 4145 1150 (General Fund Building Mtce Communications)	1	110.28	110.28
				Invoice Extension ---->	110.28
				Vendor Total ----->	110.28

.....
 P.O. BOX 71628 *** VENDOR.: GAL01 (GALL'S LLC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
022349077	PD-UNIFORM ALLOWANCE-MARIA NEGRANTI	11-22	10/10/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	WATERPROOF DUTY JACKET W/LINER & SIL	01 4200 0450 (General Fund Police Other Benefits)	1	184.45	184.45
				Invoice Extension ---->	184.45

P.O. BOX 71628

*** VENDOR.: GAL01 (GALL'S LLC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->	184.45 =====

1032 W MAIN ST
 ANDRES CAMARENA

*** VENDOR.: GON01 (GONZALEZ AUTOMOTRIZ INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
3308	PW-VEHICLE STARTER, OIL CHANGE	11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-VEHICLE STARTER, OIL CHANGE		12 4425 1460	1	77.85	77.85
			(Wst.Wtr.Op.Fund Wastewater Vehicle Maintnc)			
				Invoice Extension ---->		77.85
				Vendor Total ----->		77.85 =====

P.O. BOX 337

*** VENDOR.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92767	PW-STREETS-1/2X37 TRANSPORT GRADE 70 PA	11-22	10/28/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-1/2X37 TRANSPORT GRADE 70 PA		71 4454 1550	1	86.82	86.82
			(MEASURE A MEASURE A Op Supp/Expense)			
				Invoice Extension ---->		86.82

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
92999	PW-STREETS-1/2-13X4 HEX BOLT 18-8S	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-1/2-13X4 HEX BOLT 18-8S		23 4461 1550	1	11.30	11.30
			(LTF - Transit LTF Transit Op Supp/Expense)			
				Invoice Extension ---->		11.30

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
93007	PW-STREETS-DRILL 31/64 COBALT HANSO	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-STREETS-DRILL 31/64 COBALT HANSO		71 4454 1550	1	38.69	38.69
			(MEASURE A MEASURE A Op Supp/Expense)			
				Invoice Extension ---->		38.69
				Vendor Total ----->		136.81 =====

P.O. BOX 825

*** VENDOR.: HEN01 (EAGLE ENERGY, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196463	FIRE-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-FUEL CHARGES		01 4220 1560	1	233.17	233.17
			(General Fund Fire Fuels/Lubricant)			
				Invoice Extension ---->		233.17

P.O.BOX 825

*** VENDOR.: HEN01 (EAGLE ENERGY, INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196465	WATER-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WATER-FUEL CHARGES	10	4420 1560	1	284.50	284.50
		(Wtr. Oper. Fund Water Operating Fuels/Lubricant)				
		Invoice Extension ---->				284.50

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196466	WWTP-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	WWTP-FUEL CHARGES	10	4425 1560	1	84.34	84.34
		(Wtr. Oper. Fund Wastewater Fuels/Lubricant)				
		Invoice Extension ---->				84.34

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196467	STREETS-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	STREETS-FUEL CHARGES	71	4454 1560	1	453.40	453.40
		(MEASURE A MEASURE A Fuels/Lubricant)				
		Invoice Extension ---->				453.40

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196475	P&R-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-FUEL CHARGES	01	4145 1560	1	82.94	82.94
		(General Fund Building Mtce Fuels/Lubricant)				
0002	P&R-FUEL CHARGES	01	4300 1560	1	82.95	82.95
		(General Fund Parks & Rec Fuels/Lubricant)				
		Invoice Extension ---->				165.89

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
196484	PD-FUEL CHARGES	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PD-FUEL CHARGES	01	4200 1560	1	1919.91	1919.91
		(General Fund Police Fuels/Lubricant)				
		Invoice Extension ---->				1919.91
		Vendor Total ----->				3141.21

406 W. BETTERAVIA STE B

*** VENDOR.: INT09 (INTERSTATE BATTERIES OF CENTRAL COAST)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
10010448	PD-NEW BATTERY FOR UNIT 19-01	11-22	11/04/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PD-NEW BATTERY FOR UNIT 19-01	01	4200 1460	1	154.20	154.20
		(General Fund Police Vehicle Maintnc)				
		Invoice Extension ---->				154.20
		Vendor Total ----->				154.20

*** VENDOR.: LENO1 (CIAN LENEHAN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
110222	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GALLS-GPS WATCH,BRUSH,ROFLE CLEANING KIT,SAFE	01 4200 0450 (General Fund Police Other Benefits)	1	397.67	397.67
			Invoice Extension ---->		397.67
			Vendor Total ----->		397.67

4545 10TH STREET *** VENDOR.: LOS01 (LOS AMIGOS DE GUADALUPE)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
2LER0Y	PW-ALL STAR AWARDS (PLAQUES)	11-22	11/04/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-ALL STAR AWARDS (PLAQUES)	89 4444 3051 (CIP CIP 089-201)	1	1495.92	1495.92
			Invoice Extension ---->		1495.92
			Vendor Total ----->		1495.92

*** VENDOR.: MENO1 (JOANA MENDOSA)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
110122	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	POLO SHIRT,SLIM TROUSER,CLARKS	01 4200 0450 (General Fund Police Other Benefits)	1	400.00	400.00
			Invoice Extension ---->		400.00
			Vendor Total ----->		400.00

*** VENDOR.: MER02 (JOSUE MERAZ)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11102022	PD-CHECK REQUEST- UNIFORM ALLOWANCE	11-22	11/10/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	GRAPHIC FLEECE,JASPER THERMAL,PT-R CHARGE,TEE	01 4200 0450 (General Fund Police Other Benefits)	1	198.46	198.46
			Invoice Extension ---->		198.46
			Vendor Total ----->		198.46

P.O.BOX 2117 *** VENDOR.: MSE01 (MARK SCHWIND ELECTRIC INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22-160	PW-ELECTRICAL LABOR	11-22	10/28/22 N N N	A-NET30 FROM INVOICE	2010
Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ARPA FUNDS	89 4444 3075 (CIP CIP Building Improv)	1	7150.00	7150.00
			Invoice Extension ---->		7150.00

.....
 P.O.BOX 2117 *** VENDOR.: MSE01 (MARK SCHWIND ELECTRIC INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->	7150.00 =====

.....
 P.O. BOX 1604 *** VENDOR.: NUN01 (MICHAEL K. NUNLEY & ASSOCIATES, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
101531	PW-GUAD ESDC EFFLUENT PS & SEWER MAIN	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-GUAD ESDC EFFLUENT PS & SEWER MAIN		89 4444 3083 (CIP CIP 089-503)	1	984.13	984.13
				Invoice Extension ---->		984.13

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
101545	PW-GUAD LIFT STATION & TRUNK MAIN	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-GUAD LIFT STATION & TRUNK MAIN		89 4444 3084 (CIP CIP 089-504)	1	3186.25	3186.25
				Invoice Extension ---->		3186.25
				Vendor Total ----->		4170.38 =====

.....
 *** VENDOR.: ORO01 (CHRISTOPHER OROZCO)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11102022	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11-22	11/10/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PROTECH-CITY CARRIER, PSA DAGGER COMPLETE SLIDE		01 4200 0450 (General Fund Police Other Benefits)	1	400.00	400.00
				Invoice Extension ---->		400.00
				Vendor Total ----->		400.00 =====

.....
 P.O. BOX 997300 *** VENDOR.: PAC01 (PACIFIC GAS & ELECTRIC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
102522	PW-ACCT#:2752777244-9	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-ACCT#:2752777244-9		10 4420 1000 (Wtr. Oper. Fund Water Operating Utilities)	1	7766.18	7766.18
				Invoice Extension ---->		7766.18

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11142022	P&R-ACT#:5398176331-0	11-22	10/26/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-ACT#:5398176331-0		01 4300 1000 (General Fund Parks & Rec Utilities)	1	468.61	468.61
				Invoice Extension ---->		468.61

P.O. BOX 997300 *** VENDOR.: PAC01 (PACIFIC GAS & ELECTRIC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
11142022A	P&R-ACCT#:5402032064-1	11-22	11/14/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:5402032064-1	01 4145 1000	1	4615.07	4615.07
	(General Fund Building Mtce Utilities)				
	Invoice Extension ---->				4615.07

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
8144478-8	ADM-ELECTRICAL ROYAL THEATER-SERVICE PANEL UPGRADE	11-22	10/25/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	ADM-ELECTRICAL ROYAL THEATER-SERVICE PANEL UPGRADE	79 4542 3150	1	2500.00	2500.00
	(OB 2019-3 Prjct RDA BOND REFI Imp.Other/Build)				
	Invoice Extension ---->				2500.00

Vendor Total -----> 15349.86

461 E MAIN STREET *** VENDOR.: PCL01 (PACIFIC COAST LAND DESIGN INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
22-013-03	PW-PROFESSIONAL SERVICES THROUGH 10/31/2022	11-22	11/09/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-PROFESSIONAL SERVICES THROUGH 10/31/2022	89 4444 3053	1	38210.85	38210.85
	(CIP CIP Central Park)				
	Invoice Extension ---->				38210.85

Vendor Total -----> 38210.85

JIM RITTERBUSH *** VENDOR.: RIT01 (RITTERBUSH REPAIR SERVICES)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
221015	FIRE-ENGINE #81 PIERCE	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	REMOVE OLD DEFECTIVE BATTERY CHARGER	01 4220 1460	1	137.50	137.50
	(General Fund Fire Vehicle Maintnc)				
	Invoice Extension ---->				137.50

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
221016	FIRE-ENGINE #81 "PIERCE"	11-22	10/18/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-ENGINE #81 "PIERCE"	01 4220 1460	1	55.00	55.00
	(General Fund Fire Vehicle Maintnc)				
	Invoice Extension ---->				55.00

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
221017	FIRE-ENGINE #181 - HI TECH	11-22	11/04/22 N N N	A-NET30 FROM INVOICE	2010

Line	Description	G/L Account No	Unit(s)	Unit Cost	Amount
0001	90 DAY BRAKE INSPECTION	01 4220 1460	1	55.00	55.00
	(General Fund Fire Vehicle Maintnc)				
	Invoice Extension ---->				55.00

.....
 JIM RITTERBUSH *** VENDOR.: RIT01 (RITTERBUSH REPAIR SERVICES)

P.O. BOX 1418

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No
				Vendor Total ----->	247.50 =====

.....
 *** VENDOR.: RUI03 (OMAR RUIZ)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
11022022	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11-22	11/02/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	PRO-FORCE-DROS/DOJ DROS & U-GLK-17-400	01	4200 0450	1	400.00	400.00
		(General Fund Police Other Benefits)				
				Invoice Extension ---->		400.00
				Vendor Total ----->		400.00 =====

.....
 P.O. BOX 1188 *** VENDOR.: SAN81 (SANTA MARIA FORD LINCOLN)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
222022	FIRE - 1FD8W3B69 GEB69611	11-22	11/08/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	FIRE-OIL CHANGE, INSPECTION, AIR FILTER, INJECTORS...	01	4220 1460	1	4173.02	4173.02
		(General Fund Fire Vehicle Maintnc)				
				Invoice Extension ---->		4173.02
				Vendor Total ----->		4173.02 =====

.....
 P.O. BOX C *** VENDOR.: SOU01 (SOUTHERN CALIFORNIA GAS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
102722	P&R-ACCT#:094-514-63419 1025 GUADALUPE	11-22	10/27/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:094-514-63419 1025 GUADALUPE	01	4145 1000	1	8.14	8.14
		(General Fund Building Mtce Utilities)				
				Invoice Extension ---->		8.14

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
102722A	P&R-ACCT#:155-015-00001 918 OBISPO	11-22	10/27/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount
0001	P&R-ACCT#:155-015-00001 918 OBISPO	01	4145 1000	1	108.55	108.55
		(General Fund Building Mtce Utilities)				
				Invoice Extension ---->		108.55
				Vendor Total ----->		116.69 =====

.....
 P.O. BOX 31001-2620 *** VENDOR.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
03021517	PW-R1-1 30''30'' ALUMIN .. 063'' HIP	11-22	11/01/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description	G/L Account No		Unit(s)	Unit Cost	Amount

P.O. BOX 31001-2620 *** VENDOR.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PW-R1-1 30''30'' ALUMIN .. 063'' HIP		71 4454 1550	1	344.81	344.81
			(MEASURE A MEASURE A Op Supp/Expense)			
				Invoice Extension ---->		344.81
				Vendor Total ----->		344.81

*** VENDOR.: SWE02 (SHANNON SWEENEY)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
C21116	T4 CERTIFICATE RENEWAL	11-22	11/15/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	T4 CERTIFICATE RENEWAL		10 4420 1300	1	105.00	105.00
			(Wtr. Oper. Fund Water Operating Bus Exp/Train)			
				Invoice Extension ---->		105.00
				Vendor Total ----->		105.00

LOCK BOX 203556 *** VENDOR.: TYL01 (TYLER TECHNOLOGIES, INC.)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
025399584	FINANCE-CHERYLYN KAY	11-22	10/19/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FINANCE-CHERYLYN KAY		89 4444 3044	1	3727.50	3727.50
			(CIP CIP 089-104)			
				Invoice Extension ---->		3727.50
				Vendor Total ----->		3727.50

P.O. BOX 660108 *** VENDOR.: VER05 (VERIZON WIRELESS)

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
917702136	FIRE-COMMUNICAITONS	11-22	10/31/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	FIRE-COMMUNICAITONS		01 4220 1150	1	39.04	39.04
			(General Fund Fire Communications)			
				Invoice Extension ---->		39.04

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	TERM-DESCRIPTION	G/L ACCOUNT No	
918836351	PD-ACCT#:742070155-00001 COMMUNICATIONS	11-22	10/22/22 N N N	A-NET30 FROM INVOICE	2010	
Line	Description		G/L Account No	Unit(s)	Unit Cost	Amount
0001	PD-COMMUNICATIONS		01 4200 1550	1	405.85	405.85
			(General Fund Police Op Supp/Expense)			
				Invoice Extension ---->		405.85
				Vendor Total ----->		444.89

** Total Invoices ----> 125979.14
 ** Total Checks ----> .00
 *** Total Purchases ---> 125979.14

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance	
01	2004		D.J. FARMS//General Fund		1120.00					
01	2010		Accounts Payable//General Fund		-27975.85					
01	2070	06	La Guardia Townhomes//General F		1760.00					
01	2271		Guadalupe Ranch Acres//General		880.00					
01	4105	1150	Administratio/Communication/Gen		54.20	389.57	443.77	4500.00	4056.23	
01	4105	1550	Administratio/Op Supp/Expen/Gen		206.61	760.55	899.00	3400.00	1533.84	
01	4120	1150	Finance/Communication/General F		54.20	374.90	429.10	3000.00	2570.90	
01	4120	1350	Finance/Mem/Dues & Su/General F		108.00	170.00	278.00	2255.00	1977.00	
01	4140	2150	Non-Departmen/Profl Service/Gen		13.99	55.96	69.95	35178.00	35108.05	
01	4140	2151	Non-Departmen/IT Services/Gener		445.00	35147.05	920.00	36512.05	142129.00	
01	4145	1000	Building Mtce/Utilities/General		4731.76	11222.33	15954.09	50000.00	34045.91	
01	4145	1150	Building Mtce/Communication/Gen		110.28	3931.30	1423.18	5464.76	16000.00	
01	4145	1560<*>	Building Mtce/Fuels/Lubrica/Gen		82.94	652.89	186.72	922.55	750.00	
01	4145	2150	Building Mtce/Profl Service/Gen		67.74	6620.04	655.48	7343.26	135574.00	
01	4200	0450	Police/Other Benefit/General Fu		2380.58	6008.33	8388.91	21500.00	13111.09	
01	4200	1150	Police/Communication/General Fu		176.14	3262.14	50.63	3488.91	10000.00	
01	4200	1350	Police/Mem/Dues & Su/General Fu		50.00	.00	50.00	500.00	450.00	
01	4200	1460	Police/Vehicle Maint/General Fu		274.92	620.21	80.00	975.13	6000.00	
01	4200	1500<*>	Police/Equipment Rep/General Fu		112.67	80.00	51.00	243.67	.00	
01	4200	1550	Police/Op Supp/Expen/General Fu		536.30	5548.05	8926.96	15011.31	24000.00	
01	4200	1560	Police/Fuels/Lubrica/General Fu		1919.91	10886.91	2296.33	15103.15	35000.00	
01	4200	2350	Police/Svcs.Other Ag/General Fu		5231.84	5771.71	5582.16	16585.71	62000.00	
01	4220	1150	Fire/Communication/General Fund		66.14	1038.27	.00	1104.41	4500.00	
01	4220	1200	Fire/Off Suppl/Pos/General Fund		43.49	271.22	.00	314.71	400.00	
01	4220	1400	Fire/Equipment Mai/General Fund		68.76	1316.91	1372.11	2757.78	4000.00	
01	4220	1460<*>	Fire/Vehicle Maint/General Fund		4588.16	2610.31	821.40	8019.87	6500.00	
01	4220	1550	Fire/Op Supp/Expen/General Fund		39.13	4684.07	170.54	4893.74	15200.00	
01	4220	1560	Fire/Fuels/Lubrica/General Fund		233.17	2753.63	398.63	3385.43	12600.00	
01	4220	2350	Fire/Svcs.Other Ag/General Fund		2013.09	2013.08	2013.09	6039.26	24200.00	
01	4300	1000	Parks & Rec/Utilities/General F		468.61	31995.44	.00	32464.05	85000.00	
01	4300	1150	Parks & Rec/Communication/Gener		13.55	329.47	75.94	418.96	4000.00	
01	4300	1560	Parks & Rec/Fuels/Lubrica/Gener		82.95	667.84	186.73	937.52	1000.00	
01	4300	2150	Parks & Rec/Profl Service/Gener		1.07	10191.12	2.14	10194.33	40500.00	
01	4405	1150	Bldg and Safe/Communication/Gen		40.65	199.21	.00	239.86	1500.00	
Fund (01) Total ---->					.00	149572.51	26112.04	199900.40	751186.00	551285.60
10	2010		Accounts Payable//Wtr. Oper. Fu		-10055.28					
10	4420	1000	Water Operati/Utilities/Wtr. Op		7766.18	79108.05	.00	86874.23	240000.00	
10	4420	1150	Water Operati/Communication/Wtr		25.74	756.01	151.18	932.93	4500.00	
10	4420	1300	Water Operati/Bus Exp/Train/Wtr		105.00	325.00	.00	430.00	1500.00	
10	4420	1535	Water Operati/Meters/Wtr. Oper.		1772.46	4501.00	1503.47	7776.93	21200.00	
10	4420	1560	Water Operati/Fuels/Lubrica/Wtr		284.50	1848.38	178.61	2311.49	6000.00	

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
10	4420	2150	Water Operati/Profl Service/Wtr	17.06	21903.21	2073.45	23993.72	425000.00	401006.28
10	4425	1560	<*>Wastewater/Fuels/Lubrica/Wtr. O	84.34	.00	.00	84.34	.00	-84.34
Fund (10) Total ---->				.00	108441.65	3906.71	122403.64	698200.00	575796.36
12	2010		Accounts Payable//Wst.Wtr.Op.Fu	-5773.95					
12	4425	1150	Wastewater/Communication/Wst.Wt	39.29	617.76	151.18	808.23	12000.00	11191.77
12	4425	1460	Wastewater/Vehicle Maint/Wst.Wt	77.85	166.78	.00	244.63	2200.00	1955.37
12	4425	1550	Wastewater/Op Supp/Expen/Wst.Wt	-22.53	12409.04	5199.86	17586.37	36000.00	18413.63
12	4425	2150	Wastewater/Profl Service/Wst.Wt	5679.34	100967.05	5191.56	111837.95	478000.00	366162.05
Fund (12) Total ---->				.00	114160.63	10542.60	130477.18	528200.00	397722.82
23	2010		Accounts Payable//LTF - Transit	-11907.14					
23	4461	1150	<*>LTF Transit/Communication/LTF -	4.07	3.52	.00	7.59	.00	-7.59
23	4461	1550	LTF Transit/Op Supp/Expen/LTF -	11.30	30.94	.00	42.24	25000.00	24957.76
23	4461	1560	LTF Transit/Fuels/Lubrica/LTF -	11891.77	23066.00	.00	34957.77	130000.00	95042.23
Fund (23) Total ---->				.00	23100.46	.00	35007.60	155000.00	119992.40
71	2010		Accounts Payable//MEASURE A	-944.42					
71	4454	1150	MEASURE A/Communication/MEASURE	12.19	344.73	249.30	606.22	2300.00	1693.78
71	4454	1550	MEASURE A/Op Supp/Expen/MEASURE	470.32	25704.99	761.84	26937.15	42000.00	15062.85
71	4454	1560	MEASURE A/Fuels/Lubrica/MEASURE	453.40	3695.02	623.20	4771.62	11500.00	6728.38
71	4454	2150	MEASURE A/Profl Service/MEASURE	8.51	6613.67	47.02	6669.20	157000.00	150330.80
Fund (71) Total ---->				.00	36358.41	1681.36	38984.19	212800.00	173815.81
76	2010		Accounts Payable//Cap Fac Fund	-11174.21					
76	4320	3200	Pub. Faciliti/Equipment/Cap Fac	11174.21	6943.79	.00	18118.00	70000.00	51882.00
Fund (76) Total ---->				.00	6943.79	.00	18118.00	70000.00	51882.00
79	2010		Accounts Payable//OB 2019-3 Prj	-2500.00					
79	4542	3150	RDA BOND REFI/Imp.Other/Bui/OB	2500.00	5168.35	600.00	8268.35	5459320.00	5451051.65
Fund (79) Total ---->				.00	5168.35	600.00	8268.35	5459320.00	5451051.65
89	2010		Accounts Payable//CIP	-55648.29					

FUND	DEPT	OBJT	Description (DEPT/OBJT/FUND)	Activity	Actual	Encumbrance	Total	Budget	Variance
89	4444	3044<*>	CIP/089-104/CIP	3727.50	9318.75	866.25	13912.50	.00	-13912.50
89	4444	3045<*>	CIP//CIP	765.07	7150.00	.00	7915.07	.00	-7915.07
89	4444	3051<*>	CIP/089-201/CIP	1514.14	1765.70	402.38	3682.22	.00	-3682.22
89	4444	3053<*>	CIP/Central Park/CIP	38210.85	53592.07	.00	91802.92	.00	-91802.92
89	4444	3075<*>	CIP/Building Impr/CIP	7260.35	52163.92	.00	59424.27	.00	-59424.27
89	4444	3083<*>	CIP/089-503/CIP	984.13	2228.13	1261.26	4473.52	.00	-4473.52
89	4444	3084<*>	CIP/089-504/CIP	3186.25	3792.50	.00	6978.75	.00	-6978.75
Fund (89) Total ---->				.00	130011.07	2529.89	188189.25	.00	-188189.25

VENDOR I.D.: AMA02 (AMAZON BUSINESS)

Invoice No	Description	Invoice Date	Actual Period	Tm	G/L Account # Discount	Gross Amount	Discount Amount	Net Amount
102922-	FIRE-INV#:1HVK-63VK-WRHK	10/29/22	11-22	A		7346.96	.00	7346.96
		11/28/22	05-23					
34GPK1CVH-	PD-INV#:1JV3-4GPK-1CVH	11/01/22	11-22	A		33.47	.00	33.47
		12/01/22	05-23					
7D39NVP9N-C	WWTP-CREDIT-INV#:17D7-D39N-VP9N	10/21/22	11-22	A		-22.53	.00	-22.53
		11/20/22	05-23					
JJNDH4K9T-	FIRE-INV#:1LDJ-JNDH-4K9T	11/02/22	11-22	A		154.38	.00	154.38
		12/02/22	05-23					
KPCWXJKPM-	FIRE-INV#:1PLK-PCWX-JKPM	10/31/22	11-22	A		645.98	.00	645.98
		11/30/22	05-23					
N47RKRVMJ-	PW-INV#:1Y1N-47RK-RVMJ KEYPAD ENTRY	10/27/22	11-22	A		110.35	.00	110.35
		11/26/22	05-23					
P317X91TN-	FIREINV#:16MP-317X-91TN 3	11/02/22	11-22	A		82.62	.00	82.62
		12/02/22	05-23					
** Vendor's Subtotal ----->						8351.23	.00	8351.23

VENDOR I.D.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)

NV0091499-	WATER-5/8X3/4 IPERL TR/PL 4WHL 100CF	11/01/22	11-22	A		1772.46	.00	1772.46
		12/01/22	05-23					
** Vendor's Subtotal ----->						1772.46	.00	1772.46

VENDOR I.D.: ARA01 (ARAMARK UNIFORM SERVICES)

020130116-	PW/WATER-UNIFORM SERVICE	10/31/22	11-22	A		17.06	.00	17.06
		11/30/22	05-23					
020130138-	P&R-UNIFORM SERVICE	10/31/22	11-22	A		66.68	.00	66.68
		11/30/22	05-23					
020130143-	PW/STREETS-UNIFORM SERVICE	10/31/22	11-22	A		10.64	.00	10.64
		11/30/22	05-23					
020130147-	PD-MAT NYLON RUBBER	10/31/22	11-22	A		112.67	.00	112.67
		11/30/22	05-23					
020132140-	PW-WWTP-UNIFORM SERVICE	11/02/22	11-22	A		32.60	.00	32.60
		12/02/22	05-23					
020137648-	PW-WWTP-UNIFORM SERVICE	11/09/22	11-22	A		32.60	.00	32.60
		12/09/22	05-23					
** Vendor's Subtotal ----->						272.25	.00	272.25

VENDOR I.D.: ARC01 (ARCLIGHT MEDIA)

10493-	ADM-WEB CONSULTING MONTHLY MAINTENANCE	11/02/22	11-22	A		345.00	.00	345.00
		12/02/22	05-23					
10534-	ADM-CITYS WEBSITE REDESIGN PROJECT-ARPA FUNDING	11/02/22	11-22	A		100.00	.00	100.00
		12/02/22	05-23					
** Vendor's Subtotal ----->						445.00	.00	445.00

VENDOR I.D.: BRI02 (NORMA BRIBIESCA)

11012022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/01/22	11-22	A		400.00	.00	400.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						400.00	.00	400.00

VENDOR I.D.: BUR04 (BURTON'S FIRE,INC.)

S58664-	FIRE-SCREENN INTAKE 6 ZINC FIRE,CHARGE-NON TAXABLE	11/07/22	11-22	A		47.02	.00	47.02
		12/07/22	05-23					
** Vendor's Subtotal ----->						47.02	.00	47.02

VENDOR I.D.: CAR09 (CARDMEMBER SERVICE)

0607-	ADM-MINI FIRDGE FOR ADMIN DEPT	10/24/22	11-22	A		206.61	.00	206.61
		11/23/22	05-23					
1984-	PD-JIFFY LUBE-2101 CHIEFS OIL CHANGE	11/07/22	11-22	A		120.72	.00	120.72
		12/07/22	05-23					

VENDOR I.D.: CAR09 (CARDMEMBER SERVICE)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
3880-	PD-SOAPY JOES-CHIEF CAR WASH	10/16/22	11-22	A		20.00	.00	20.00
		11/15/22	05-23					
5343-	FINANCE-DREAM HOST	10/18/22	11-22	A		13.99	.00	13.99
		11/17/22	05-23					
7895-	PD-SM WASH AND LUBE-CHIEF CAR WASH	10/08/22	11-22	A		12.00	.00	12.00
		11/07/22	05-23					
8477-	PD-SM WASH AND LUBE-CHIEF CAR WASH	10/08/22	11-22	A		12.00	.00	12.00
		11/07/22	05-23					
8497-	PD-QUICK ID CARD	10/13/22	11-22	A		17.45	.00	17.45
		11/12/22	05-23					
8800-	FINANCE-BNP MEDIA	10/07/22	11-22	A		108.00	.00	108.00
		11/06/22	05-23					
8876-	PW-THE HOME DEPOT	10/25/22	11-22	A		18.22	.00	18.22
		11/24/22	05-23					
** Vendor's Subtotal ----->						528.99	.00	528.99

VENDOR I.D.: CHA03 (CHARTER COMMUNICATIONS)

501102122-	PW -ACCT#:119116501	10/21/22	11-22	A		447.13	.00	447.13
		11/20/22	05-23					
** Vendor's Subtotal ----->						447.13	.00	447.13

VENDOR I.D.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)

17842-	PW-FUEL CHARGES	09/01/22	11-22	A		11891.77	.00	11891.77
		10/01/22	05-23					
89991-	PD-ACCOUNTS RECEIVABLE BILLINGS	09/13/22	11-22	A		1026.06	.00	1026.06
		10/13/22	05-23					
89992-	PD-DISPATCH SERVICES GUAD	09/13/22	11-22	A		6210.25	.00	6210.25
		10/13/22	05-23					
90537-	PD-ACCOUNTS RECEIVABLE BILLING	10/31/22	11-22	A		8.62	.00	8.62
		11/30/22	05-23					
** Vendor's Subtotal ----->						19136.70	.00	19136.70

VENDOR I.D.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)

74987-	PW-WWTP-TREATMENT PLANT-SAMPLE STATION MAN HOLES	11/02/22	11-22	A		5614.14	.00	5614.14
		12/02/22	05-23					
** Vendor's Subtotal ----->						5614.14	.00	5614.14

VENDOR I.D.: CLE02 (CLEARS INC)

11012022-	PD-CHECK REQUEST-MARY SPNHALTZ PASO ROBLES PD	11/01/22	11-22	A		50.00	.00	50.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						50.00	.00	50.00

VENDOR I.D.: CUL01 (CULLIGAN/CENTRAL COAST WATER)

77788-	PD-STONGBASE 9'' TANK RENTAL	10/31/22	11-22	A		35.53	.00	35.53
		11/30/22	05-23					
78010-	FIRE-STONGBASE 9'' TANK RENTAL	10/31/22	11-22	A		35.00	.00	35.00
		11/30/22	05-23					
** Vendor's Subtotal ----->						70.53	.00	70.53

VENDOR I.D.: DAN01 (DANA SAFETY SUPPLY, INC.)

817571-	FIRE-2022 UNIT 22-01	10/26/22	11-22	A		405.86	.00	405.86
		11/25/22	05-23					
817814-	FIRE-22'' ANGLED LOW PROFILE CONSOLE, SWING ARM	10/27/22	11-22	A		998.61	.00	998.61
		11/26/22	05-23					
818369-	FIRE-HAV DOCKING STATION	10/31/22	11-22	A		1776.80	.00	1776.80
		11/30/22	05-23					
** Vendor's Subtotal ----->						3181.27	.00	3181.27

VENDOR I.D.: EIK01 (EIKHOF DESIGN GROUP INC.)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
2022-075-	ADM-2022-006 DEVELOPMENT REVIEW	08/31/22	11-22	A		160.00	.00	160.00
		09/30/22	05-23					
2022-085-	PW-2022-006 DEVELOPMENT REVIEW	11/01/22	11-22	A		3600.00	.00	3600.00
		12/01/22	05-23					
** Vendor's Subtotal ----->						3760.00	.00	3760.00

VENDOR I.D.: EMC01 (EMC PLANNING GROUP INC.)

22-500-	ADM-GENERAL PLAN UPDATE	09/30/22	11-22	A		765.07	.00	765.07
		10/30/22	05-23					
** Vendor's Subtotal ----->						765.07	.00	765.07

VENDOR I.D.: FRO01 (FRONTIER COMMUNICATIONS)

112522-	P&R-ACCT#:805-343-1451-071975-5	11/25/22	11-22	A		110.28	.00	110.28
		12/25/22	05-23					
** Vendor's Subtotal ----->						110.28	.00	110.28

VENDOR I.D.: GAL01 (GALL'S LLC.)

022349077-	PD-UNIFORM ALLOWANCE-MARIA NEGRANTI	10/10/22	11-22	A		184.45	.00	184.45
		11/09/22	05-23					
** Vendor's Subtotal ----->						184.45	.00	184.45

VENDOR I.D.: GON01 (GONZALEZ AUTOMOTRIZ INC.)

3308-	PW-VEHICLE STARTER, OIL CHANGE	10/26/22	11-22	A		77.85	.00	77.85
		11/25/22	05-23					
** Vendor's Subtotal ----->						77.85	.00	77.85

VENDOR I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)

92767-	PW-STREETS-1/2X37 TRANSPORT GRADE 70 PA	10/28/22	11-22	A		86.82	.00	86.82
		11/27/22	05-23					
92999-	PW-STREETS-1/2-13X4 HEX BOLT 18-8S	10/31/22	11-22	A		11.30	.00	11.30
		11/30/22	05-23					
93007-	PW-STREETS-DRILL 31/64 COBALT HANSO	10/31/22	11-22	A		38.69	.00	38.69
		11/30/22	05-23					
** Vendor's Subtotal ----->						136.81	.00	136.81

VENDOR I.D.: HEN01 (EAGLE ENERGY, INC)

196463-	FIRE-FUEL CHARGES	10/31/22	11-22	A		233.17	.00	233.17
		11/30/22	05-23					
196465-	WATER-FUEL CHARGES	10/31/22	11-22	A		284.50	.00	284.50
		11/30/22	05-23					
196466-	WWTP-FUEL CHARGES	10/31/22	11-22	A		84.34	.00	84.34
		11/30/22	05-23					
196467-	STREETS-FUEL CHARGES	10/31/22	11-22	A		453.40	.00	453.40
		11/30/22	05-23					
196475-	P&R-FUEL CHARGES	10/31/22	11-22	A		165.89	.00	165.89
		11/30/22	05-23					
196484-	PD-FUEL CHARGES	10/31/22	11-22	A		1919.91	.00	1919.91
		11/30/22	05-23					
** Vendor's Subtotal ----->						3141.21	.00	3141.21

VENDOR I.D.: INTO9 (INTERSTATE BATTERIES OF CENTRAL COAST)

10010448-	PD-NEW BATTERY FOR UNIT 19-01	11/04/22	11-22	A		154.20	.00	154.20
		12/04/22	05-23					
** Vendor's Subtotal ----->						154.20	.00	154.20

VENDOR I.D.: LEN01 (CIAN LENEHAN)

Invoice No	Description	Invoice Date		Actual Period	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm						
VENDOR I.D.: LEN01 (CIAN LENEHAN)									
110222-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/02/22	11-22	A			397.67	.00	397.67
		12/02/22	05-23						
		** Vendor's Subtotal ----->					397.67	.00	397.67
VENDOR I.D.: LOS01 (LOS AMIGOS DE GUADALUPE)									
2LER0Y-	PW-ALL STAR AWARDS (PLAQUES)	11/04/22	11-22	A			1495.92	.00	1495.92
		12/04/22	05-23						
		** Vendor's Subtotal ----->					1495.92	.00	1495.92
VENDOR I.D.: MEN01 (JOANA MENDOSA)									
110122-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/01/22	11-22	A			400.00	.00	400.00
		12/01/22	05-23						
		** Vendor's Subtotal ----->					400.00	.00	400.00
VENDOR I.D.: MER02 (JOSUE MERAZ)									
11102022-	PD-CHECK REQUEST- UNIFORM ALLOWANCE	11/10/22	11-22	A			198.46	.00	198.46
		12/10/22	05-23						
		** Vendor's Subtotal ----->					198.46	.00	198.46
VENDOR I.D.: MSE01 (MARK SCHWIND ELECTRIC INC)									
22-160-	PW-ELECTRICAL LABOR	10/28/22	11-22	A			7150.00	.00	7150.00
		11/27/22	05-23						
		** Vendor's Subtotal ----->					7150.00	.00	7150.00
VENDOR I.D.: NUN01 (MICHAEL K. NUNLEY & ASSOCIATES, INC.)									
101531-	PW-GUAD ESDC EFFLUENT PS & SEWER MAIN	10/31/22	11-22	A			984.13	.00	984.13
		11/30/22	05-23						
101545-	PW-GUAD LIFT STATION & TRUNK MAIN	11/02/22	11-22	A			3186.25	.00	3186.25
		12/02/22	05-23						
		** Vendor's Subtotal ----->					4170.38	.00	4170.38
VENDOR I.D.: ORO01 (CHRISTOPHER OROZCO)									
11102022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/10/22	11-22	A			400.00	.00	400.00
		12/10/22	05-23						
		** Vendor's Subtotal ----->					400.00	.00	400.00
VENDOR I.D.: PAC01 (PACIFIC GAS & ELECTRIC)									
102522-	PW-ACCT#:2752777244-9	10/25/22	11-22	A			7766.18	.00	7766.18
		11/24/22	05-23						
11142022-	P&R-ACT#:5398176331-0	10/26/22	11-22	A			468.61	.00	468.61
		11/25/22	05-23						
11142022A-	P&R-ACCT#:5402032064-1	11/14/22	11-22	A			4615.07	.00	4615.07
		12/14/22	05-23						
8144478-8-	ADM-ELECTRICAL ROYAL THEATER-SERVICE PANEL UPGRADE	10/25/22	11-22	A			2500.00	.00	2500.00
		11/24/22	05-23						
		** Vendor's Subtotal ----->					15349.86	.00	15349.86
VENDOR I.D.: PCL01 (PACIFIC COAST LAND DESIGN INC)									
22-013-03-	PW-PROFESSIONAL SERVICES THROUGH 10/31/2022	11/09/22	11-22	A			38210.85	.00	38210.85
		12/09/22	05-23						
		** Vendor's Subtotal ----->					38210.85	.00	38210.85

VENDOR I.D.: RIT01 (RITTERBUSH REPAIR SERVICES)

Invoice No	Description	Invoice Date		Actual Period	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal						
221015-	FIRE-ENGINE #81 PIERCE	10/18/22	11-22	A			137.50	.00	137.50
		11/17/22	05-23						
221016-	FIRE-ENGINE #81 "PIERCE"	10/18/22	11-22	A			55.00	.00	55.00
		11/17/22	05-23						
221017-	FIRE-ENGINE #181 - HI TECH	11/04/22	11-22	A			55.00	.00	55.00
		12/04/22	05-23						
** Vendor's Subtotal ----->							247.50	.00	247.50

VENDOR I.D.: RUI03 (OMAR RUIZ)

11022022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/02/22	11-22	A			400.00	.00	400.00
		12/02/22	05-23						
** Vendor's Subtotal ----->							400.00	.00	400.00

VENDOR I.D.: SAN81 (SANTA MARIA FORD LINCOLN)

222022-	FIRE - 1FD8W3B69 GEB69611	11/08/22	11-22	A			4173.02	.00	4173.02
		12/08/22	05-23						
** Vendor's Subtotal ----->							4173.02	.00	4173.02

VENDOR I.D.: SOU01 (SOUTHERN CALIFORNIA GAS)

102722-	P&R-ACCT#:094-514-63419 1025 GUADALUPE	10/27/22	11-22	A			8.14	.00	8.14
		11/26/22	05-23						
102722A-	P&R-ACCT#:155-015-00001 918 OBISPO	10/27/22	11-22	A			108.55	.00	108.55
		11/26/22	05-23						
** Vendor's Subtotal ----->							116.69	.00	116.69

VENDOR I.D.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)

03021517-	PW-R1-1 30''30'' ALUMIN .. 063'' HIP	11/01/22	11-22	A			344.81	.00	344.81
		12/01/22	05-23						
** Vendor's Subtotal ----->							344.81	.00	344.81

VENDOR I.D.: SWE02 (SHANNON SWEENEY)

C21116-	T4 CERTIFICATE RENEWAL	11/15/22	11-22	A			105.00	.00	105.00
		12/15/22	05-23						
** Vendor's Subtotal ----->							105.00	.00	105.00

VENDOR I.D.: TYL01 (TYLER TECHNOLOGIES, INC.)

025399584-	FINANCE-CHERYLYN KAY	10/19/22	11-22	A			3727.50	.00	3727.50
		11/18/22	05-23						
** Vendor's Subtotal ----->							3727.50	.00	3727.50

VENDOR I.D.: VER05 (VERIZON WIRELESS)

917702136-	FIRE-COMMUNICAITONS	10/31/22	11-22	A			39.04	.00	39.04
		11/30/22	05-23						
918836351-	PD-ACCT#:742070155-00001 COMMUNICATIONS	10/22/22	11-22	A			405.85	.00	405.85
		11/21/22	05-23						
** Vendor's Subtotal ----->							444.89	.00	444.89

REPORT.: Nov 17 22 Thursday
RUN...: Nov 17 22 Time: 09:48
Run By.: Veronica Fabian

City of Guadalupe
Accounts Payable Cash Requirements

PAGE: 006
ID #: PY-RP
CTL.: GUA

Control Date.: 11/23/22 Posting Period.: 11-22 Fiscal Period.: (05-23) Cash Account No.: 99 1000

.....
** Report's Total -----> 125979.14 .00 125979.14
=====

** Total Vendors On This Report ----->

38

.....
Code Title

A NET30 FROM INVOICE

Invoice No	Description	Invoice Date	Actual Period	Tm	Discount G/L Account No	Gross Amount	Discount Amount	Net Amount
Check #: 836361 Check Date.: 11/23/22 Vendor I.D.: AMA02 (AMAZON BUSINESS)								
102922-	FIRE-INV#:1HVK-63VK-WRRK	10/29/22	11-22	A		7346.96	.00	7346.96
		11/23/22	05-23					
34GPK1CVH-	PD-INV#:1JV3-4GPK-1CVH	11/01/22	11-22	A		33.47	.00	33.47
		11/23/22	05-23					
7D39NVP9N-C	WWTP-CREDIT-INV#:17D7-D39N-VP9N	10/21/22	11-22	A		-22.53	.00	-22.53
		11/23/22	05-23					
JJNDH4K9T-	FIRE-INV#:1LDJ-JNDH-4K9T	11/02/22	11-22	A		154.38	.00	154.38
		11/23/22	05-23					
KPCWXJKPM-	FIRE-INV#:1PLK-PCWX-JKPM	10/31/22	11-22	A		645.98	.00	645.98
		11/23/22	05-23					
N47RKRVMJ-	PW-INV#:1Y1N-47RK-RVMJ KEYPAD ENTRY	10/27/22	11-22	A		110.35	.00	110.35
		11/23/22	05-23					
P317X91TN-	FIREINV#:16MP-317X-91TN 3	11/02/22	11-22	A		82.62	.00	82.62
		11/23/22	05-23					
** Vendor's Subtotal ----->						8351.23	.00	8351.23

Check #: 836362 Check Date.: 11/23/22 Vendor I.D.: AQU01 (AQUA-METRIC SALES COMPANY CORP.)								
NV0091499-	WATER-5/8X3/4 IPERL TR/PL 4WHL 100CF	11/01/22	11-22	A		1772.46	.00	1772.46
		11/23/22	05-23					

Check #: 836363 Check Date.: 11/23/22 Vendor I.D.: ARA01 (ARAMARK UNIFORM SERVICES)								
020130116-	PW/WATER-UNIFORM SERVICE	10/31/22	11-22	A		17.06	.00	17.06
		11/23/22	05-23					
020130138-	P&R-UNIFORM SERVICE	10/31/22	11-22	A		66.68	.00	66.68
		11/23/22	05-23					
020130143-	PW/STREETS-UNIFORM SERVICE	10/31/22	11-22	A		10.64	.00	10.64
		11/23/22	05-23					
020130147-	PD-MAT NYLON RUBBER	10/31/22	11-22	A		112.67	.00	112.67
		11/23/22	05-23					
020132140-	PW-WWTP-UNIFORM SERVICE	11/02/22	11-22	A		32.60	.00	32.60
		11/23/22	05-23					
020137648-	PW-WWTP-UNIFORM SERVICE	11/09/22	11-22	A		32.60	.00	32.60
		11/23/22	05-23					
** Vendor's Subtotal ----->						272.25	.00	272.25

Check #: 836364 Check Date.: 11/23/22 Vendor I.D.: ARC01 (ARCLIGHT MEDIA)								
10493-	ADM-WEB CONSULTING MONTHLY MAINTENANCE	11/02/22	11-22	A		345.00	.00	345.00
		11/23/22	05-23					
10534-	ADM-CITYS WEBSITE REDESIGN PROJECT-ARPA FUNDING	11/02/22	11-22	A		100.00	.00	100.00
		11/23/22	05-23					
** Vendor's Subtotal ----->						445.00	.00	445.00

Check #: 836365 Check Date.: 11/23/22 Vendor I.D.: BRI02 (NORMA BRIBIESCA)								
11012022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/01/22	11-22	A		400.00	.00	400.00
		11/23/22	05-23					

Check #: 836366 Check Date.: 11/23/22 Vendor I.D.: BUR04 (BURTON'S FIRE, INC.)								
S58664-	FIRE-SCRENN INTAKE 6 ZINC FIRE, CHARGE-NON TAXABLE	11/07/22	11-22	A		47.02	.00	47.02
		11/23/22	05-23					

Check #: 836367 Check Date.: 11/23/22 Vendor I.D.: CAR09 (CARDMEMBER SERVICE)								
0607-	ADM-MINI FIRDGE FOR ADMIN DEPT	10/24/22	11-22	A		206.61	.00	206.61
		11/23/22	05-23					
1984-	PD-JIFFY LUBE-2101 CHIEFS OIL CHANGE	11/07/22	11-22	A		120.72	.00	120.72
		11/23/22	05-23					
3880-	PD-SOAPY JOES-CHIEF CAR WASH	10/16/22	11-22	A		20.00	.00	20.00
		11/23/22	05-23					
5343-	FINANCE-DREAM HOST	10/18/22	11-22	A		13.99	.00	13.99
		11/23/22	05-23					
7895-	PD-SM WASH AND LUBE-CHIEF CAR WASH	10/08/22	11-22	A		12.00	.00	12.00
		11/23/22	05-23					
8477-	PD-SM WASH AND LUBE-CHIEF CAR WASH	10/08/22	11-22	A		12.00	.00	12.00
		11/23/22	05-23					
8497-	PD-QUICK ID CARD	10/13/22	11-22	A		17.45	.00	17.45
		11/23/22	05-23					

Invoice No	Description	Invoice Date		Actual Period	Tm	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal							
Check #.: 836367 Check Date.: 11/23/22 Vendor I.D.: CAR09 (CARDMEMBER SERVICE)										
8800-	FINANCE-BNP MEDIA	10/07/22	11-22	A				108.00	.00	108.00
		11/23/22	05-23							
8876-	PW-THE HOME DEPOT	10/25/22	11-22	A				18.22	.00	18.22
		11/23/22	05-23							
** Vendor's Subtotal ----->								528.99	.00	528.99

Check #.: 836368 Check Date.: 11/23/22 Vendor I.D.: CHA03 (CHARTER COMMUNICATIONS)										
501102122-	PW -ACCT#:119116501	10/21/22	11-22	A				447.13	.00	447.13
		11/23/22	05-23							

Check #.: 836369 Check Date.: 11/23/22 Vendor I.D.: CIT14 (CITY OF SANTA MARIA - FINANCE DIVISION)										
17842-	PW-FUEL CHARGES	09/01/22	11-22	A				11891.77	.00	11891.77
		11/23/22	05-23							
89991-	PD-ACCOUNTS RECEIVABLE BILLINGS	09/13/22	11-22	A				1026.06	.00	1026.06
		11/23/22	05-23							
89992-	PD-DISPATCH SERVICES GUAD	09/13/22	11-22	A				6210.25	.00	6210.25
		11/23/22	05-23							
90537-	PD-ACCOUNTS RECEIVABLE BILLING	10/31/22	11-22	A				8.62	.00	8.62
		11/23/22	05-23							
** Vendor's Subtotal ----->								19136.70	.00	19136.70

Check #.: 836370 Check Date.: 11/23/22 Vendor I.D.: CLA02 (CLAY'S SEPTIC & JETTING, INC.)										
74987-	PW-WWTP-TREATMENT PLANT-SAMPLE STATION MAN HOLES	11/02/22	11-22	A				5614.14	.00	5614.14
		11/23/22	05-23							

Check #.: 836371 Check Date.: 11/23/22 Vendor I.D.: CLE02 (CLEARS INC)										
11012022-	PD-CHECK REQUEST-MARY SPNHALTZ PASO ROBLES PD	11/01/22	11-22	A				50.00	.00	50.00
		11/23/22	05-23							

Check #.: 836372 Check Date.: 11/23/22 Vendor I.D.: CUL01 (CULLIGAN/CENTRAL COAST WATER)										
77788-	PD-STONGBASE 9'' TANK RENTAL	10/31/22	11-22	A				35.53	.00	35.53
		11/23/22	05-23							
78010-	FIRE-STONGBASE 9'' TANK RENTAL	10/31/22	11-22	A				35.00	.00	35.00
		11/23/22	05-23							
** Vendor's Subtotal ----->								70.53	.00	70.53

Check #.: 836373 Check Date.: 11/23/22 Vendor I.D.: DAN01 (DANA SAFETY SUPPLY, INC.)										
817571-	FIRE-2022 UNIT 22-01	10/26/22	11-22	A				405.86	.00	405.86
		11/23/22	05-23							
817814-	FIRE-22'' ANGLED LOW PROFILE CONSOLE, SWING ARM	10/27/22	11-22	A				998.61	.00	998.61
		11/23/22	05-23							
818369-	FIRE-HAV DOCKING STATION	10/31/22	11-22	A				1776.80	.00	1776.80
		11/23/22	05-23							
** Vendor's Subtotal ----->								3181.27	.00	3181.27

Check #.: 836374 Check Date.: 11/23/22 Vendor I.D.: EIK01 (EIKHOF DESIGN GROUP INC.)										
2022-075-	ADM-2022-006 DEVELOPMENT REVIEW	08/31/22	11-22	A				160.00	.00	160.00
		11/23/22	05-23							
2022-085-	PW-2022-006 DEVELOPMENT REVIEW	11/01/22	11-22	A				3600.00	.00	3600.00
		11/23/22	05-23							
** Vendor's Subtotal ----->								3760.00	.00	3760.00

Invoice No	Description	Invoice Date		Actual Period		Tm	Discount G/L	Account No	Gross Amount	Discount Amount	Net Amount	
		Due Date	Fiscal									
Check #: 836375 Check Date.: 11/23/22 Vendor I.D.: EMC01 (EMC PLANNING GROUP INC.)												
22-500-	ADM-GENERAL PLAN UPDATE	09/30/22	11-22	11/23/22	05-23	A			765.07	.00	765.07	
Check #: 836376 Check Date.: 11/23/22 Vendor I.D.: FRO01 (FRONTIER COMMUNICATIONS)												
112522-	P&R-ACCT#:805-343-1451-071975-5	11/25/22	11-22	11/23/22	05-23	A			110.28	.00	110.28	
Check #: 836377 Check Date.: 11/23/22 Vendor I.D.: GAL01 (GALL'S LLC.)												
022349077-	PD-UNIFORM ALLOWANCE-MARIA NEGRANTI	10/10/22	11-22	11/23/22	05-23	A			184.45	.00	184.45	
Check #: 836378 Check Date.: 11/23/22 Vendor I.D.: GON01 (GONZALEZ AUTOMOTRIZ INC.)												
3308-	PW-VEHICLE STARTER, OIL CHANGE	10/26/22	11-22	11/23/22	05-23	A			77.85	.00	77.85	
Check #: 836379 Check Date.: 11/23/22 Vendor I.D.: GUA02 (GUADALUPE HARDWARE COMPANY INC.)												
92767-	PW-STREETS-1/2X37 TRANSPORT GRADE 70 PA	10/28/22	11-22	11/23/22	05-23	A			86.82	.00	86.82	
92999-	PW-STREETS-1/2-13X4 HEX BOLT 18-8S	10/31/22	11-22	11/23/22	05-23	A			11.30	.00	11.30	
93007-	PW-STREETS-DRILL 31/64 COBALT HANSO	10/31/22	11-22	11/23/22	05-23	A			38.69	.00	38.69	
									** Vendor's Subtotal ----->	136.81	.00	136.81
Check #: 836380 Check Date.: 11/23/22 Vendor I.D.: HEN01 (EAGLE ENERGY, INC)												
196463-	FIRE-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			233.17	.00	233.17	
196465-	WATER-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			284.50	.00	284.50	
196466-	WWTP-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			84.34	.00	84.34	
196467-	STREETS-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			453.40	.00	453.40	
196475-	P&R-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			165.89	.00	165.89	
196484-	PD-FUEL CHARGES	10/31/22	11-22	11/23/22	05-23	A			1919.91	.00	1919.91	
									** Vendor's Subtotal ----->	3141.21	.00	3141.21
Check #: 836381 Check Date.: 11/23/22 Vendor I.D.: INT09 (INTERSTATE BATTERIES OF CENTRAL COAST)												
10010448-	PD-NEW BATTERY FOR UNIT 19-01	11/04/22	11-22	11/23/22	05-23	A			154.20	.00	154.20	
Check #: 836382 Check Date.: 11/23/22 Vendor I.D.: LEN01 (CIAN LENEHAN)												
110222-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/02/22	11-22	11/23/22	05-23	A			397.67	.00	397.67	
Check #: 836383 Check Date.: 11/23/22 Vendor I.D.: LOS01 (LOS AMIGOS DE GUADALUPE)												
2LER0Y-	PW-ALL STAR AWARDS (PLAQUES)	11/04/22	11-22	11/23/22	05-23	A			1495.92	.00	1495.92	
Check #: 836384 Check Date.: 11/23/22 Vendor I.D.: MEN01 (JOANA MENDOSA)												
110122-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/01/22	11-22	11/23/22	05-23	A			400.00	.00	400.00	

Invoice No	Description	Invoice	Actual	Tm	Discount	Gross	Discount	Net	
		Date	Period						G/L
Check #: 836385 Check Date.: 11/23/22		Vendor I.D.: MER02 (JOSUE MERAZ)							
11102022-	PD-CHECK REQUEST- UNIFORM ALLOWANCE	11/10/22	11-22	A		198.46	.00	198.46	
		11/23/22	05-23						
Check #: 836386 Check Date.: 11/23/22		Vendor I.D.: MSE01 (MARK SCHWIND ELECTRIC INC)							
22-160-	PW-ELECTRICAL LABOR	10/28/22	11-22	A		7150.00	.00	7150.00	
		11/23/22	05-23						
Check #: 836387 Check Date.: 11/23/22		Vendor I.D.: NUN01 (MICHAEL K. NUNLEY & ASSOCIATES, INC.)							
101531-	PW-GUAD ESDC EFFLUENT PS & SEWER MAIN	10/31/22	11-22	A		984.13	.00	984.13	
		11/23/22	05-23						
101545-	PW-GUAD LIFT STATION & TRUNK MAIN	11/02/22	11-22	A		3186.25	.00	3186.25	
		11/23/22	05-23						
		** Vendor's Subtotal ----->				4170.38	.00	4170.38	
Check #: 836388 Check Date.: 11/23/22		Vendor I.D.: ORO01 (CHRISTOPHER OROZCO)							
11102022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/10/22	11-22	A		400.00	.00	400.00	
		11/23/22	05-23						
Check #: 836389 Check Date.: 11/23/22		Vendor I.D.: PAC01 (PACIFIC GAS & ELECTRIC)							
102522-	PW-ACCT#:2752777244-9	10/25/22	11-22	A		7766.18	.00	7766.18	
		11/23/22	05-23						
11142022-	P&R-ACT#:5398176331-0	10/26/22	11-22	A		468.61	.00	468.61	
		11/23/22	05-23						
11142022A-	P&R-ACCT#:5402032064-1	11/14/22	11-22	A		4615.07	.00	4615.07	
		11/23/22	05-23						
8144478-8-	ADM-ELECTRICAL ROYAL THEATER-SERVICE PANEL UPGRADE	10/25/22	11-22	A		2500.00	.00	2500.00	
		11/23/22	05-23						
		** Vendor's Subtotal ----->				15349.86	.00	15349.86	
Check #: 836390 Check Date.: 11/23/22		Vendor I.D.: PCL01 (PACIFIC COAST LAND DESIGN INC)							
22-013-03-	PW-PROFESSIONAL SERVICES THROUGH 10/31/2022	11/09/22	11-22	A		38210.85	.00	38210.85	
		11/23/22	05-23						
Check #: 836391 Check Date.: 11/23/22		Vendor I.D.: RIT01 (RITTERBUSH REPAIR SERVICES)							
221015-	FIRE-ENGINE #81 PIERCE	10/18/22	11-22	A		137.50	.00	137.50	
		11/23/22	05-23						
221016-	FIRE-ENGINE #81 "PIERCE"	10/18/22	11-22	A		55.00	.00	55.00	
		11/23/22	05-23						
221017-	FIRE-ENGINE #181 - HI TECH	11/04/22	11-22	A		55.00	.00	55.00	
		11/23/22	05-23						
		** Vendor's Subtotal ----->				247.50	.00	247.50	
Check #: 836392 Check Date.: 11/23/22		Vendor I.D.: RUI03 (OMAR RUIZ)							
11022022-	PD-CHECK REQUEST-UNIFORM ALLOWANCE	11/02/22	11-22	A		400.00	.00	400.00	
		11/23/22	05-23						
Check #: 836393 Check Date.: 11/23/22		Vendor I.D.: SAN81 (SANTA MARIA FORD LINCOLN)							
222022-	FIRE - 1FD8W3B69 GEB69611	11/08/22	11-22	A		4173.02	.00	4173.02	
		11/23/22	05-23						
Check #: 836394 Check Date.: 11/23/22		Vendor I.D.: SOU01 (SOUTHERN CALIFORNIA GAS)							
102722-	P&R-ACCT#:094-514-63419 1025 GUADALUPE	10/27/22	11-22	A		8.14	.00	8.14	
		11/23/22	05-23						
102722A-	P&R-ACCT#:155-015-00001 918 OBISPO	10/27/22	11-22	A		108.55	.00	108.55	
		11/23/22	05-23						
		** Vendor's Subtotal ----->				116.69	.00	116.69	

Invoice No	Description	Invoice		G/L	Discount Account No	Gross Amount	Discount Amount	Net Amount
		Due Date	Actual Period					
Check #.: 836395 Check Date.: 11/23/22 Vendor I.D.: STA02 (STATEWIDE TRAFFIC SAFETY & SIGNS INC)								
03021517-	PW-R1-1 30''30'' ALUMIN .. 063'' HIP	11/01/22	11-22	A		344.81	.00	344.81
		11/23/22	05-23					
Check #.: 836396 Check Date.: 11/23/22 Vendor I.D.: SWE02 (SHANNON SWEENEY)								
C21116-	T4 CERTIFICATE RENEWAL	11/15/22	11-22	A		105.00	.00	105.00
		11/23/22	05-23					
Check #.: 836397 Check Date.: 11/23/22 Vendor I.D.: TYL01 (TYLER TECHNOLOGIES, INC.)								
025399584-	FINANCE-CHERYLYN KAY	10/19/22	11-22	A		3727.50	.00	3727.50
		11/23/22	05-23					
Check #.: 836398 Check Date.: 11/23/22 Vendor I.D.: VER05 (VERIZON WIRELESS)								
917702136-	FIRE-COMMUNICAITONS	10/31/22	11-22	A		39.04	.00	39.04
		11/23/22	05-23					
918836351-	PD-ACCT#:742070155-00001 COMMUNICATIONS	10/22/22	11-22	A		405.85	.00	405.85
		11/23/22	05-23					
** Vendor's Subtotal ----->						444.89	.00	444.89
** Total Checks Paid ----->						125979.14	.00	125979.14

G/L Account No	Total Amount	Extension	FUND Description	DEPT Description	OBJT Description
01 2010	27975.85	27975.85	General Fund	Accounts Payable	
10 2010	10055.28	38031.13	Wtr. Oper. Fund	Accounts Payable	
12 2010	5773.95	43805.08	Wst.Wtr.Op.Fund	Accounts Payable	
23 2010	11907.14	55712.22	LTF - Transit	Accounts Payable	
71 2010	944.42	56656.64	MEASURE A	Accounts Payable	
76 2010	11174.21	67830.85	Cap Fac Fund	Accounts Payable	
79 2010	2500.00	70330.85	OB 2019-3 Prjct	Accounts Payable	
89 2010	55648.29	125979.14	CIP	Accounts Payable	
99 1000	-125979.14	.00	Cash Clearing	General Checking Account	

REPORT.: Nov 17 22 Thursday
 RUN...: Nov 17 22 Time: 09:56
 Run By.: Veronica Fabian

City of Guadalupe
 General Ledger Interface
 Journal 03 Cash Disbursements Journal Interface for (PY) Period 11-22

PAGE: 001
 ID #: PY-GI
 CTL.: GUA

Date	G/L Account No	Description	Amount	Extension
11/03/22	31 2167	(1): VHEA03*I C21102u,L9000	-496.99	-496.99
11/03/22	99 1001	(1): Rev. Checks 11/03/22	496.99	.00
11/23/22	01 2010	(1): Check Update 11/23/22	27,975.85	27,975.85
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	10 2010	(1): Check Update 11/23/22	10,055.28	38,031.13
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	12 2010	(1): Check Update 11/23/22	5,773.95	43,805.08
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	23 2010	(1): Check Update 11/23/22	11,907.14	55,712.22
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	71 2010	(1): Check Update 11/23/22	944.42	56,656.64
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	76 2010	(1): Check Update 11/23/22	11,174.21	67,830.85
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	79 2010	(1): Check Update 11/23/22	2,500.00	70,330.85
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	89 2010	(1): Check Update 11/23/22	55,648.29	125,979.14
		(2): A/P Auto Checks PY-CP-CL		
11/23/22	99 1000	(1): Check Update 11/23/22	-125,979.14	.00
		(2): A/P Auto Checks PY-CP-CL		

Journal	G/L Account No	Amount	Extension
03	01 2010	27,975.85	27,975.85
03	10 2010	10,055.28	38,031.13
03	12 2010	5,773.95	43,805.08
03	23 2010	11,907.14	55,712.22
03	31 2167	-496.99	55,215.23
03	71 2010	944.42	56,159.65
03	76 2010	11,174.21	67,333.86
03	79 2010	2,500.00	69,833.86
03	89 2010	55,648.29	125,482.15
03	99 1000	-125,979.14	-496.99
03	99 1001	496.99	.00

Date	G/L	Account No	Description	Amount	Extension
11/17/22	01	2004	(1): VEIK01*I 2022-075 ,L0001	160.00	160.00
			(2): ADM-2022-006 DEVELOPMENT REVIEW (3): EIKHOF DESIGN GROUP INC.		
11/17/22	01	2004	(1): VEIK01*I 2022-085 ,L0001	960.00	1,120.00
			(2): PW-2022-006 DEVELOPMENT REVIEW (3): EIKHOF DESIGN GROUP INC.		
11/17/22	01	2010	(1): Invoices 11/17/22	-27,975.85	-26,855.85
11/17/22	01	2070	(1): VEIK01*I 2022-085 ,L0003	1,760.00	-25,095.85
			(2): PW-2022-006 DEVELOPMENT REVIEW (3): EIKHOF DESIGN GROUP INC.		
11/17/22	01	2271	(1): VEIK01*I 2022-085 ,L0002	880.00	-24,215.85
			(2): PW-2022-006 DEVELOPMENT REVIEW (3): EIKHOF DESIGN GROUP INC.		
11/17/22	01	4105	(1): VCHA03*I501102122 ,L0004	54.20	-24,161.65
			(2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS		
11/17/22	01	4105	(1): VCAR09*I 0607 ,L0001	206.61	-23,955.04
			(2): ADM-MINI FIRDEGE FOR ADMIN DEPT (3): CARDMEMBER SERVICE		
11/17/22	01	4120	(1): VCHA03*I501102122 ,L0003	54.20	-23,900.84
			(2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS		
11/17/22	01	4120	(1): VCAR09*I 8800 ,L0001	108.00	-23,792.84
			(2): FINANCE-BNP MEDIA (3): CARDMEMBER SERVICE		
11/17/22	01	4140	(1): VCAR09*I 5343 ,L0001	13.99	-23,778.85
			(2): FINANCE-DREAM HOST (3): CARDMEMBER SERVICE		
11/17/22	01	4140	(1): VARC01*I 10493 ,L0001	345.00	-23,433.85
			(2): MONTHLY WEBSITE SERVICES - OCT 2022 (3): ARCLIGHT MEDIA		
11/17/22	01	4140	(1): VARC01*I 10534 ,L0001	100.00	-23,333.85
			(2): ADM-CITYS WEBSITE REDESIGN PROJECT-ARPA FUNDING (3): ARCLIGHT MEDIA		
11/17/22	01	4145	(1): VPAC01*I11142022A ,L0001	4,615.07	-18,718.78
			(2): P&R-ACCT#:5402032064-1 (3): PACIFIC GAS & ELECTRIC		
11/17/22	01	4145	(1): VSOU01*I 102722 ,L0001	8.14	-18,710.64
			(2): P&R-ACCT#:094-514-63419 1025 GUADALUPE (3): SOUTHERN CALIFORNIA GAS		
11/17/22	01	4145	(1): VSOU01*I 102722A ,L0001	108.55	-18,602.09
			(2): P&R-ACCT#:155-015-00001 918 OBISPO (3): SOUTHERN CALIFORNIA GAS		
11/17/22	01	4145	(1): VFRO01*I 112522 ,L0001	110.28	-18,491.81
			(2): P&R-ACCT#:805-343-1451-071975-5 (3): FRONTIER COMMUNICATIONS		
11/17/22	01	4145	(1): VHENO1*I 196475 ,L0001	82.94	-18,408.87
			(2): P&R-FUEL CHARGES (3): EAGLE ENERGY, INC		
11/17/22	01	4145	(1): VARA01*I020130138 ,L0001	66.68	-18,342.19
			(2): P&R-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES		
11/17/22	01	4145	(1): VARA01*I020130143 ,L0001	1.06	-18,341.13
			(2): PW/STREETS-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES		
11/17/22	01	4200	(1): VBRI02*I 11012022 ,L0001	400.00	-17,941.13
			(2): PD-CHECK REQUEST-UNIFORM ALLOWANCE (3): NORMA BRIBIESCA		
11/17/22	01	4200	(1): VGAL01*I022349077 ,L0001	184.45	-17,756.68
			(2): WATERPROOF DUTY JACKET W/LINER & SIL (3): GALL'S LLC.		
11/17/22	01	4200	(1): VLEN01*I 110222 ,L0001	397.67	-17,359.01
			(2): GALLS-GPS WATCH, BRUSH, ROFLE CLEANING KIT, SAFE (3): CIAN LENEHAN		
11/17/22	01	4200	(1): VMENO1*I 110122 ,L0001	400.00	-16,959.01
			(2): POLO SHIRT, SLIM TROUSER, CLARKS (3): JOANA MENDOSA		
11/17/22	01	4200	(1): VMERO2*I 11102022 ,L0001	198.46	-16,760.55
			(2): GRAPHIC FLEECE, JASPER THERMAL, PT-R CHARGE, TEE (3): JOSUE MERAZ		
11/17/22	01	4200	(1): VORO01*I 11102022 ,L0001	400.00	-16,360.55
			(2): PROTECH-CITY CARRIER, PSA DAGGER COMPLETE SLIDE (3): CHRISTOPHER OROZCO		
11/17/22	01	4200	(1): VRUI03*I 11022022 ,L0001	400.00	-15,960.55
			(2): PRO-FORCE-DROS/DOJ DROS & U-GLK-17-400 (3): OMAR RUIZ		
11/17/22	01	4200	(1): VCHA03*I501102122 ,L0002	176.14	-15,784.41
			(2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS		
11/17/22	01	4200	(1): VCLE02*I 11012022 ,L0001	50.00	-15,734.41
			(2): PD-CHECK REQUEST-MARY SPNHALTZ PASO ROBLES PD (3): CLEARS INC		
11/17/22	01	4200	(1): VCAR09*I 1984 ,L0001	120.72	-15,613.69
			(2): PD-JIFFY LUBE-2101 CHIEFS OIL CHANGE (3): CARDMEMBER SERVICE		
11/17/22	01	4200	(1): VINT09*I 10010448 ,L0001	154.20	-15,459.49
			(2): PD-NEW BATTERY FOR UNIT 19-01 (3): INTERSTATE BATTERIES OF CENTRAL COAST		
11/17/22	01	4200	(1): VARA01*I020130147 ,L0001	112.67	-15,346.82
			(2): PD-MAT NYLON RUBBER (3): ARAMARK UNIFORM SERVICES		
11/17/22	01	4200	(1): VAMA02*I34GPK1CVH ,L0001	33.47	-15,313.35
			(2): FOLDER TABS, PACKAGING TAPE (3): AMAZON BUSINESS		
11/17/22	01	4200	(1): VCAR09*I 3880 ,L0001	20.00	-15,293.35
			(2): PD-SOAPY JOES-CHIEF CAR WASH (3): CARDMEMBER SERVICE		
11/17/22	01	4200	(1): VCAR09*I 7895 ,L0001	12.00	-15,281.35
			(2): PD-SM WASH AND LUBE-CHIEF CAR WASH (3): CARDMEMBER SERVICE		
11/17/22	01	4200	(1): VCAR09*I 8477 ,L0001	12.00	-15,269.35
			(2): PD-SM WASH AND LUBE-CHIEF CAR WASH (3): CARDMEMBER SERVICE		
11/17/22	01	4200	(1): VCAR09*I 8497 ,L0001	17.45	-15,251.90
			(2): PD-QUICK ID CARD (3): CARDMEMBER SERVICE		
11/17/22	01	4200	(1): VCUL01*I 77788 ,L0001	35.53	-15,216.37
			(2): PD-STONGBASE 9'' TANK RENTAL (3): CULLIGAN/CENTRAL COAST WATER		
11/17/22	01	4200	(1): VVER05*I918836351 ,L0001	405.85	-14,810.52
			(2): PD-COMMUNICATIONS (3): VERIZON WIRELESS		
11/17/22	01	4200	(1): VHENO1*I 196484 ,L0001	1,919.91	-12,890.61
			(2): PD-FUEL CHARGES (3): EAGLE ENERGY, INC		
11/17/22	01	4200	(1): VCIT14*I 89991 ,L0001	1,026.06	-11,864.55
			(2): PD-ACCOUNTS RECEIVABLE BILLINGS (3): CITY OF SANTA MARIA - FINANCE DIVISION		
11/17/22	01	4200	(1): VCIT14*I 89992 ,L0001	4,197.16	-7,667.39
			(2): PD-DISPATCH SERVICES GUAD (3): CITY OF SANTA MARIA - FINANCE DIVISION		
11/17/22	01	4200	(1): VCIT14*I 90537 ,L0001	8.62	-7,658.77
			(2): PD-ACCOUNTS RECEIVABLE BILLING (3): CITY OF SANTA MARIA - FINANCE DIVISION		
11/17/22	01	4220	(1): VCHA03*I501102122 ,L0005	27.10	-7,631.67
			(2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS		
11/17/22	01	4220	(1): VVER05*I917702136 ,L0001	39.04	-7,592.63
			(2): FIRE-COMMUNICAITONS (3): VERIZON WIRELESS		

Date	G/L	Account No	Description	Amount	Extension
11/17/22	01	4220 1200	(1): VAMA02*IP317X91TN ,L0001 (2): FIREINV#:16MP-317X-91TN 3 (3): AMAZON BUSINESS	43.49	-7,549.14
11/17/22	01	4220 1400	(1): VAMA02*IJJNDH4K9T ,L0001 (2): DETAILING BRUSH, PROPYLENE GLUCOL, BATTERY (3): AMAZON BUSINESS	21.74	-7,527.40
11/17/22	01	4220 1400	(1): VBURO4*I S58664 ,L0001 (2): FIRE-SCRENN INTAKE 6 ZINC FIRE, CHARGE-NON TAXABLE (3): BURTON'S FIRE, INC.	47.02	-7,480.38
11/17/22	01	4220 1460	(1): VAMA02*IJJNDH4K9T ,L0002 (2): DETAILING BRUSH, PROPYLENE GLUCOL, BATTERY (3): AMAZON BUSINESS	132.64	-7,347.74
11/17/22	01	4220 1460	(1): VCUL01*I 78010 ,L0001 (2): FIRE-STONGBASE 9" TANK RENTAL (3): CULLIGAN/CENTRAL COAST WATER	35.00	-7,312.74
11/17/22	01	4220 1460	(1): WRIT01*I 221015 ,L0001 (2): REMOVE OLD DEFECTIVE BATTERY CHARGER (3): RITTERBUSH REPAIR SERVICES	137.50	-7,175.24
11/17/22	01	4220 1460	(1): WRIT01*I 221016 ,L0001 (2): FIRE-ENGINE #81 "PIERCE" (3): RITTERBUSH REPAIR SERVICES	55.00	-7,120.24
11/17/22	01	4220 1460	(1): WRIT01*I 221017 ,L0001 (2): 90 DAY BRAKE INSPECTION (3): RITTERBUSH REPAIR SERVICES	55.00	-7,065.24
11/17/22	01	4220 1460	(1): VSAN81*I 222022 ,L0001 (2): FIRE-OIL CHANGE, INSPECTION, AIR FILTER, INJECTORS... (3): SANTA MARIA FORD LINCOLN	4,173.02	-2,892.22
11/17/22	01	4220 1550	(1): VAMA02*IP317X91TN ,L0002 (2): PRINTER PAPER, OUTDOOR BROOMS (3): AMAZON BUSINESS	39.13	-2,853.09
11/17/22	01	4220 1560	(1): VHENO1*I 196463 ,L0001 (2): FIRE-FUEL CHARGES (3): EAGLE ENERGY, INC	233.17	-2,619.92
11/17/22	01	4220 2350	(1): VCIT14*I 89992 ,L0002 (2): PD-DISPATCH SERVICES GUAD (3): CITY OF SANTA MARIA - FINANCE DIVISION	2,013.09	-606.83
11/17/22	01	4300 1000	(1): VPAC01*I 11142022 ,L0001 (2): P&R-ACT#:5398176331-0 (3): PACIFIC GAS & ELECTRIC	468.61	-138.22
11/17/22	01	4300 1150	(1): VCHA03*I501102122 ,L0006 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	13.55	-124.67
11/17/22	01	4300 1560	(1): VHENO1*I 196475 ,L0002 (2): P&R-FUEL CHARGES (3): EAGLE ENERGY, INC	82.95	-41.72
11/17/22	01	4300 2150	(1): VARA01*I020130143 ,L0002 (2): PW/STREETS-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	1.07	-40.65
11/17/22	01	4405 1150	(1): VCHA03*I501102122 ,L0001 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	40.65	.00
11/17/22	10	2010	(1): Invoices 11/17/22	-10,055.28	-10,055.28
11/17/22	10	4420 1000	(1): VPAC01*I 102522 ,L0001 (2): PW-ACCT#:2752777244-9 (3): PACIFIC GAS & ELECTRIC	7,766.18	-2,289.10
11/17/22	10	4420 1150	(1): VCHA03*I501102122 ,L0008 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	25.74	-2,263.36
11/17/22	10	4420 1300	(1): VSWE02*I C21116 ,L0001 (2): T4 CERTIFICATE RENEWAL (3): SHANNON SWEENEY	105.00	-2,158.36
11/17/22	10	4420 1535	(1): VAQU01*INV0091499 ,L0001 (2): WATER-5/8X3/4 IPERL TR/PL 4WHL 100CF (3): AQUA-METRIC SALES COMPANY CORP.	1,772.46	-385.90
11/17/22	10	4420 1560	(1): VHENO1*I 196465 ,L0001 (2): WATER-FUEL CHARGES (3): EAGLE ENERGY, INC	284.50	-101.40
11/17/22	10	4420 2150	(1): VARA01*I020130116 ,L0001 (2): PW/WATER-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	17.06	-84.34
11/17/22	10	4425 1560	(1): VHENO1*I 196466 ,L0001 (2): WWTP-FUEL CHARGES (3): EAGLE ENERGY, INC	84.34	.00
11/17/22	12	2010	(1): Invoices 11/17/22	-5,773.95	-5,773.95
11/17/22	12	4425 1150	(1): VCHA03*I501102122 ,L0007 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	39.29	-5,734.66
11/17/22	12	4425 1460	(1): VGON01*I 3308 ,L0001 (2): PW-VEHICLE STARTER, OIL CHANGE (3): GONZALEZ AUTOMOTRIZ INC.	77.85	-5,656.81
11/17/22	12	4425 1550	(1): VAMA02*I7D39NVP9NC ,L0001 (2): WWTP-CREDIT-INV#:17D7-D39N-VP9N (3): AMAZON BUSINESS	-22.53	-5,679.34
11/17/22	12	4425 2150	(1): VARA01*I020132140 ,L0001 (2): PW-WWTP-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	32.60	-5,646.74
11/17/22	12	4425 2150	(1): VARA01*I020137648 ,L0001 (2): PW-WWTP-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	32.60	-5,614.14
11/17/22	12	4425 2150	(1): VCLA02*I 74987 ,L0001 (2): PW-WWTP-TREATMENT PLANT-SAMPLE STATION MAN HOLES (3): CLAY'S SEPTIC & JETTING, INC.	5,614.14	.00
11/17/22	23	2010	(1): Invoices 11/17/22	-11,907.14	-11,907.14
11/17/22	23	4461 1150	(1): VCHA03*I501102122 ,L0010 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	4.07	-11,903.07
11/17/22	23	4461 1550	(1): VGUA02*I 92999 ,L0001 (2): PW-STREETS-1/2-13X4 HEX BOLT 18-8S (3): GUADALUPE HARDWARE COMPANY INC.	11.30	-11,891.77
11/17/22	23	4461 1560	(1): VCIT14*I 17842 ,L0001 (2): PW-FUEL CHARGES (3): CITY OF SANTA MARIA - FINANCE DIVISION	11,891.77	.00
11/17/22	71	2010	(1): Invoices 11/17/22	-944.42	-944.42
11/17/22	71	4454 1150	(1): VCHA03*I501102122 ,L0009 (2): PW -ACCT#:119116501 (3): CHARTER COMMUNICATIONS	12.19	-932.23
11/17/22	71	4454 1550	(1): VGUA02*I 92767 ,L0001 (2): PW-STREETS-1/2X37 TRANSPORT GRADE 70 PA (3): GUADALUPE HARDWARE COMPANY INC.	86.82	-845.41
11/17/22	71	4454 1550	(1): VGUA02*I 93007 ,L0001 (2): PW-STREETS-DRILL 31/64 COBALT HANSO (3): GUADALUPE HARDWARE COMPANY INC.	38.69	-806.72
11/17/22	71	4454 1550	(1): VSTA02*I 03021517 ,L0001 (2): PW-R1-1 30"30" ALUMIN . . 063" HIP (3): STATEWIDE TRAFFIC SAFETY & SIGNS INC	344.81	-461.91
11/17/22	71	4454 1560	(1): VHENO1*I 196467 ,L0001 (2): STREETS-FUEL CHARGES (3): EAGLE ENERGY, INC	453.40	-8.51
11/17/22	71	4454 2150	(1): VARA01*I020130143 ,L0003 (2): PW/STREETS-UNIFORM SERVICE (3): ARAMARK UNIFORM SERVICES	8.51	.00
11/17/22	76	2010	(1): Invoices 11/17/22	-11,174.21	-11,174.21
11/17/22	76	4320 3200	(1): VAMA02*I 102922 ,L0001 (2): TRACKING CAMER(6), SOLAR PANEL KIT(3) (3): AMAZON BUSINESS	7,346.96	-3,827.25
11/17/22	76	4320 3200	(1): VAMA02*IKPCWJKPM ,L0001 (2): SOLAR PANEL KIT, INTERNAL HARD DRIVE, VIDEO RECORDER (3): AMAZON BUSINESS	645.98	-3,181.27

Date	G/L	Account No	Description	Amount	Extension
11/17/22	76	4320 3200	(1): VDAN01*I 817571 ,L0001 (2): PD-2022 4NIT 22-01 (3): DANA SAFETY SUPPLY, INC.	405.86	-2,775.41
11/17/22	76	4320 3200	(1): VDAN01*I 817814 ,L0001 (2): FIRE-22'' ANGLED LOW PROFILE CONSOLE, SWING ARM (3): DANA SAFETY SUPPLY, INC.	998.61	-1,776.80
11/17/22	76	4320 3200	(1): VDAN01*I 818369 ,L0001 (2): FIRE-HAV DOCKING STATION (3): DANA SAFETY SUPPLY, INC.	1,776.80	.00
11/17/22	79	2010	(1): Invoices 11/17/22	-2,500.00	-2,500.00
11/17/22	79	4542 3150	(1): VPAC01*I8144478-8 ,L0001 (2): ADM-ELECTRICAL ROYAL THEATER-SERVICE PANEL UPGRADE (3): PACIFIC GAS & ELECTRIC	2,500.00	.00
11/17/22	89	2010	(1): Invoices 11/17/22	-55,648.29	-55,648.29
11/17/22	89	4444 3044	(1): VTYL01*I025399584 ,L0001 (2): FINANCE-CHERYLYN KAY (3): TYLER TECHNOLOGIES, INC.	3,727.50	-51,920.79
11/17/22	89	4444 3045	(1): VEMC01*I 22-500 ,L0001 (2): ADM-GENERAL PLAN UPDATE (3): EMC PLANNING GROUP INC.	765.07	-51,155.72
11/17/22	89	4444 3051	(1): VCAR09*I 8876 ,L0001 (2): PW-THE HOME DEPOT (3): CARDMEMBER SERVICE	18.22	-51,137.50
11/17/22	89	4444 3051	(1): VLOS01*I 2LER0Y ,L0001 (2): PW-ALL STAR AWARDS (PLAQUES) (3): LOS AMIGOS DE GUADALUPE	1,495.92	-49,641.58
11/17/22	89	4444 3053	(1): VPCL01*I22-013-03 ,L0001 (2): PW-PROFESSIONAL SERVICES THROUGH 10/31/2022 (3): PACIFIC COAST LAND DESIGN INC	38,210.85	-11,430.73
11/17/22	89	4444 3075	(1): VAMA02*IN47RKRVMJ ,L0001 (2): PW-INV#:1Y1N-47RK-RVMJ KEYPAD ENTRY (3): AMAZON BUSINESS	110.35	-11,320.38
11/17/22	89	4444 3075	(1): VMSE01*I 22-160 ,L0001 (2): ARPA FUNDS (3): MARK SCHWIND ELECTRIC INC	7,150.00	-4,170.38
11/17/22	89	4444 3083	(1): VNUN01*I 101531 ,L0001 (2): PW-GUAD ESDC EFFLUENT PS & SEWER MAIN (3): MICHAEL K. NUNLEY & ASSOCIATES, INC.	984.13	-3,186.25
11/17/22	89	4444 3084	(1): VNUN01*I 101545 ,L0001 (2): PW-GUAD LIFT STATION & TRUNK MAIN (3): MICHAEL K. NUNLEY & ASSOCIATES, INC.	3,186.25	.00

Journal	G/L Account No	Amount	Extension
04	01 2004	1,120.00	1,120.00
04	01 2010	-27,975.85	-26,855.85
04	01 2070 06	1,760.00	-25,095.85
04	01 2271	880.00	-24,215.85
04	01 4105 1150	54.20	-24,161.65
04	01 4105 1550	206.61	-23,955.04
04	01 4120 1150	54.20	-23,900.84
04	01 4120 1350	108.00	-23,792.84
04	01 4140 2150	13.99	-23,778.85
04	01 4140 2151	445.00	-23,333.85
04	01 4145 1000	4,731.76	-18,602.09
04	01 4145 1150	110.28	-18,491.81
04	01 4145 1560	82.94	-18,408.87
04	01 4145 2150	67.74	-18,341.13
04	01 4200 0450	2,380.58	-15,960.55
04	01 4200 1150	176.14	-15,784.41
04	01 4200 1350	50.00	-15,734.41
04	01 4200 1460	274.92	-15,459.49
04	01 4200 1500	112.67	-15,346.82
04	01 4200 1550	536.30	-14,810.52
04	01 4200 1560	1,919.91	-12,890.61
04	01 4200 2350	5,231.84	-7,658.77
04	01 4220 1150	66.14	-7,592.63
04	01 4220 1200	43.49	-7,549.14
04	01 4220 1400	68.76	-7,480.38
04	01 4220 1460	4,588.16	-2,892.22
04	01 4220 1550	39.13	-2,853.09
04	01 4220 1560	233.17	-2,619.92
04	01 4220 2350	2,013.09	-606.83
04	01 4300 1000	468.61	-138.22
04	01 4300 1150	13.55	-124.67
04	01 4300 1560	82.95	-41.72
04	01 4300 2150	1.07	-40.65
04	01 4405 1150	40.65	.00
04	10 2010	-10,055.28	-10,055.28
04	10 4420 1000	7,766.18	-2,289.10
04	10 4420 1150	25.74	-2,263.36
04	10 4420 1300	105.00	-2,158.36
04	10 4420 1535	1,772.46	-385.90
04	10 4420 1560	284.50	-101.40
04	10 4420 2150	17.06	-84.34
04	10 4425 1560	84.34	.00
04	12 2010	-5,773.95	-5,773.95
04	12 4425 1150	39.29	-5,734.66
04	12 4425 1460	77.85	-5,656.81
04	12 4425 1550	-22.53	-5,679.34
04	12 4425 2150	5,679.34	.00
04	23 2010	-11,907.14	-11,907.14
04	23 4461 1150	4.07	-11,903.07
04	23 4461 1550	11.30	-11,891.77
04	23 4461 1560	11,891.77	.00
04	71 2010	-944.42	-944.42
04	71 4454 1150	12.19	-932.23
04	71 4454 1550	470.32	-461.91
04	71 4454 1560	453.40	-8.51
04	71 4454 2150	8.51	.00
04	76 2010	-11,174.21	-11,174.21
04	76 4320 3200	11,174.21	.00
04	79 2010	-2,500.00	-2,500.00
04	79 4542 3150	2,500.00	.00
04	89 2010	-55,648.29	-55,648.29
04	89 4444 3044	3,727.50	-51,920.79
04	89 4444 3045	765.07	-51,155.72
04	89 4444 3051	1,514.14	-49,641.58
04	89 4444 3053	38,210.85	-11,430.73
04	89 4444 3075	7,260.35	-4,170.38
04	89 4444 3083	984.13	-3,186.25
04	89 4444 3084	3,186.25	.00

MINUTES

City of Guadalupe

Regular Meeting of the Guadalupe City Council

Tuesday, October 25, 2022, at 6:00 pm

City Hall, 918 Obispo Street, Council Chambers

1. **ROLL CALL:**

Council Member Liliana Cardenas
Council Member Gilbert Robles
Council Member Eugene Costa Jr.
Mayor Pro Tempore Tony Ramirez
Mayor Ariston Julian

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

2. **PLEDGE OF ALLEGIANCE**

3. **AGENDA REVIEW**

There were no changes to the agenda.

4. **CEREMONIAL CALENDAR**

- Certificate of Completion – Public Safety Intern Program
 - Gabriel Matsuura
 - Eric Vera
 - Luis Ramos Jr.
- Certificate of Appreciation
 - Engineer Jacob Nuno

Chief Cash briefly explained that the Public Safety Intern Program turned into a "Fire" program. Captains Schmitz and Mack developed the program. It started like the Explorers Program for Guadalupe's youth. This was a 6-month program...what a first-year firefighter has to go through, except the Fire Academy. Chief said, "These young men have a step ahead of those going to the Academy. Then they can come home and serve the community. Certificates of Completion were handed out to Luis Ramos, Jr. and Eric Vera. (Gabe Matsuura, who was not present at the meeting, also was given a Certificate of Completion.) Fire Engineer Jacob Nuno, who was the primary person overseeing this program, was given a Certificate of Appreciation by Chief Cash.

Luis Ramos, Jr. reflected on his time as an intern. He said, "Things were hard. We were introduced to what firefighters do. It was nothing short of amazing...the skills learned...being taught by the Guadalupe firefighters who are all professionals. There were three (3) benefits from this intern program: first was hands-on training; second was going on medical calls and the third was community outreach. Thank you to the City Council and Mayor for this opportunity...to the Chief and all the firefighters, teachers and mentors."

Mayor Julian said, "There was a third intern, Gabe Matsuura." Chief Cash said, "He was the first one...the guinea pig for this program. There's no other program in the County that prepares them like this. Thank you to the Fire Department." The mayor added, "The Fire Department, and Public Safety, in general, are always helpful and ready to participate. Thank you."

5. COMMUNITY PARTICIPATION FORUM

There were no requests to speak.

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 October 17, 2022.
- C.** Approve the Minutes of the City Council regular meeting of October 11, 2022.
- D.** Adopt Resolution No. 2022-91 authorizing the Mayor to execute a contract with Kinyon Construction for the City Hall Painting Project.
- E. MONTHLY REPORTS FROM DEPARTMENT HEADS**
 - 1. Public Safety Department:
 - a. Police Department report for September 2022
 - b. Fire Department report for September 2022
 - c. Code Compliance report for September 2022
 - 2. City Treasurer's report for September 2022
 - 3. Human Resources report for September 2022
 - 4. Recreation and Parks report for September 2022

There were no items pulled. Motion was made by Council Member Cardenas and seconded by Council Member Costa, Jr. to approve the Consent Calendar. 5-0 Motion passed.

7. CITY ADMINISTRATOR REPORT: (Information Only)

Todd Bodem did mention that two weeks ago, the movie, "Breaking Through" began filming. An invoice was sent for reimbursement for City rental fees, staff time, etc. in the amount of \$4,764.56."

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

There were two (2) recent drunk driving incidents on Main Street. One car hit the wall at the cemetery. Car that was pursued went to Santa Maria. The vehicle was found, and the owner was identified. The other was a car speeding on Main Street to Bonita. The Santa Maria PD and CHP helped. The car was driving through the field. The Sheriff's department also helped.

"Debbie", a 2.5-year-old lab is a facility dog with the PD... therapy type dog that helps first responders who have been through traumatic events. The dog has been trained on 67 different things in the two (2) years of training. "Debbie can go out to calls of trauma, assist and divert attention. Kids love her. We'll take to schools and show the kids. Mayor Julian asked, "Where does she stay?" Chief said that he has "Debbie" 24/7...stays with Chief.

PUBLIC HEARING

9. Public hearing to consider a Conditional Use Permit (2022-037-CUP) for Hwy 1 General Auto Repair, an automotive repair shop with associated outdoor vehicle staging area on property in the M-C (Industrial Commercial) zoning district at 333 and 363 Guadalupe Street.

Written Report: Bill Scott, City Planner

Recommendation: That the City Council:

- a. Receive a presentation from staff;
- b. Conduct a public hearing, including 1) an opportunity for the applicant to present the proposed project, and 2) receive any comments from the public; and
- c. Adopt Resolution No. 2022-92 approving 2022-037 CUP, including CUP Finding, CEQA Class 32 Exemption and Conditions of Approval.

Mr. Bill Scott presented a brief background on the topic. The project site extends across the rear portion of two adjoining properties at 333 and 363 Guadalupe Street. The applicant moved into an existing garage and started a business without City permits and a City business license. The garage is in the back portion of a larger building identified as the 'Andres Realty Reserve and Creamery Building'. The building is located on the property at 333 Guadalupe Street. A twenty-foot-wide alley abuts the west side of the garage and vehicle storage area. A staging area and customer parking are located at the adjoining property to the north at 363 Guadalupe Street. The backyards of single-family homes are beyond the alley to the west. An outdoor area is used to temporarily place the vehicles in line to be serviced. Mr. Scott then showed aerial photos the specific site as well as the

auto repair shop. A rear shot of the shop and general vicinity showed a barbed wire fence with razor wire on top. There are 3-4 bays in the outside area to have cars remain for pick up.

Public hearing opened at 6:24 p.m.

Requests to speak on this item:

Mr. George Alvarez had requested to speak on this item but was not present at the time this item came up.

There is a letter in support of Item #9 which is posted on the City's website.

Mr. Stewart Jenkins spoke saying, "The applicant is Mr. Carrillo he applicant, wants relief on the razor wire. The fence has been low but now wants it higher." Mr. Jenkins continued saying, "On behalf of the owner, we are appealing not to require striking the razor wire. It's there to prevent theft and vandalism. The razor wire is not practically viewed from homes...it's not distracting." Mr. Jenkins showed the view from backyard and windows of the alley...limited distraction and doesn't affect the residents' views. He said that the razor wire was put up in 1976 when the fence was permitted and can't be seen from Guadalupe Street. He further stated, "Mr. Carrillo, the applicant, was concerned that customers will get cars vandalized. Andres Realty has made significant improvements to the old Golden State Creamery building. We're making progress by making venerable buildings useful again. I request approval of the CUP and that Condition 6., removal of the razor wire be struck."

CM Ramirez asked about plans for safety precautions in the area. Mr. Jenkins said that the area by the fence, where cars are parked to take into the shop, is a blind alley and very dark. The whole idea is to deter people. He said that they will tighten up barbed wire and that the posts are in good shape.

CM Ramirez asked for public safety's opinion on increased traffic, access for emergency vehicles, etc. Chief Cash said, "From PD's standpoint, the situation hasn't been reviewed yet. I'd want to take a look at security to see if it's sufficient." Mr. Jenkins added that Fire and PD will have access and that improvements are ongoing with safety improvements.

There was more discussion between the Council and Mr. Jenkins relating to the razor wire, other types of fencing, slats, landscaping, etc. Mr. Jenkins said, "This is a blind alley. There's no parking on the alley...no drag racing. A 250 ft. long fence has been used for parking, materials, etc. The razor wire can be made tighter."

Mr. Scott interjected, "We work well with Mr. Jenkins. The fence was approved in 1976, no razor wire. When reading the Municipal Code, no properties have wire or barbed wire. We believe there's a balance. This project is not detrimental to neighbors. There are stringent standards – razor wire should be removed. We should have reviewed the fence but decided not to. Gave a little because of

the car repair business. Guadalupe Hardware wants to keep the razor wire. Tenants feel better with the razor wire. We need a longer period of 90 days if we have to remove the razor wire. And we need to hire someone skilled to do that...labor costs are high.” CM Costa said, “Barbed wire is okay but not razor wire. Other mechanic shops don’t have fence, razor wire and there’s no problem.”

Mayor Julian asked, “How do you start a business without a business license? That shouldn’t have happened but it’s being corrected now. The slide showed doesn’t have cars but now will be full of cars. Go down 5th Street to 2nd Street, fences have slats. (Mayor asked Chief if there any instances of burglary/theft and the Chief said “No”.) The fence is pretty shabby. Also, an ADU going in the back. I wouldn’t want to see car repair, oil, cars jacked up. It’s visible to the residents. I don’t like razor wire...prefer slats. People use that area.”

The question of the definitions of long-term and short-term vehicle storage came up. Mr. Scott said, “According to the Municipal Code, CUP for auto repair can have short-term auto repair. Storage – any material stored longer term – stays for months/years.”

Mayor Julian then said, “My concern is the fence. The razor wire needs to go. I don’t even like barbed wire.” Mr. Scott said, “The fence doesn’t meet the Municipal Code. We tried to be reasonable here...tried to compromise. It’s not a permitted use. We tried to be kinder and gentler with business. There are safety hazards. They’ve been allowed to stay open since May. We tried to do what was best for the business and neighborhood. The Building Official wanted an architect. We want to support small businesses.”

Public hearing closed at 7:00 p.m.

CM Robles said, “I’ve known Arturo (the applicant). He ran a reputable shop on the Mesa. Good reputation.” CM Ramirez reiterated the need for public safety to go out to property and evaluate the fence. He requested that the item be deferred until Public Safety can review for safety measures. Mr. Jenkins said that the building has been there for decades and that the building is structurally safe.

Mayor Julian cited Municipal Code 1852.122 regarding a fence requirement. He said, “You’re trying to work with the Municipal code and the business. I’d like to have Chief look at the barbed wire fence and the razor wire and postpone the item until the next meeting.” City Attorney Sinco asked, “What do you want Public Safety to do?” CM Ramirez said, “Make a recommendation. Public nuisance...more than 5% in disrepair, etc.” City Attorney said, “Do an overall alley assessment for potential public nuisance.”

The discussion then turned to overall alley assessment, potential public nuisance, hazardous waste, etc. The applicant was asked if there have been any attempted break-ins and there haven’t been any. Fire Captain Schmitz was present at the meeting and said that there has been no specific business inspection to date.

CM Costa, Jr. then said, "There are things that need to be done in phases...then I'd give an 'ok' for the CUP." Mayor Julian then asked what Council now wanted to do as he felt the need to postpone to the next meeting on November 8th. **Motion was made by Council Member Ramirez and seconded by Council Member Costa, Jr. to table the discussion of the public hearing on Resolution No. 2023-92 to the November 8, 2022 City Council meeting. 5-0 Motion passed.**

10. Public hearing to consider a Conditional Use Permit (2022-034-CUP), for Central Coast Processing, LLC to allow a cannabis distribution, cultivation-processing, and manufacturing facility at 151 Obispo Street (Assessor's Parcel Number 115-210-024).

Written Report: Bill Scott, City Planner

Recommendation: That the City Council:

- a. Receive a presentation from staff;
- b. Conduct a public hearing, including 1) an opportunity for the applicant to present the proposed project, and 2) receive any comments from the public; and
- c. Adopt Resolution No. 2022-93 approving Conditional Use Permit 2022-034-CUP, including CUP Finding, CEQA Class 1 Exemption, and Conditions of Approval.

The applicant, Central Coast Processing, LLC, is requesting the City Council to approve a conditional use permit (CUP) to allow a cannabis distribution, cultivation-processing, and manufacturing operation in an existing building at 151 Obispo Street. This 6.20-acre property is located in the G-I (General Industrial) zoning district. The Municipal Code requires a conditional use permit review and approval for a commercial cannabis business involving the distribution, manufacturing, or processing of cannabis products in the G-I zone.

An aerial site and vicinity shot showed that on the north and west sides of the property is the corporate campus of Taylor Farms, a produce processing and distribution company. On the east side, across Obispo Street, is a residential area. Highway 166 (Main Street) is to the south and Highway 1 is to the west of the property. The facility operations will operate under three licenses as follows: 1) Distribution – move cannabis and cannabis products between cultivation and manufacturing locations; storage; and movement to retail locations; 2) Cultivation-Processing – drying, trimming and bulk bagging, and 3) Manufacturing – use of non-volatile methods to extract concentrates and cannabis packaging for retail sales.

There was discussion on neighborhood compatibility, security, regulatory compliance, odor control and noise abatement. Traffic and circulation were also discussed in some detail. There are currently six (6) driveways on Obispo of which only four (4) will be used. It was pointed out that there will be fewer vehicle trips than the prior company and fewer truck deliveries. Measures to encourage bus and alternative transit methods will be implemented. Also, a truck access route for the neighboring industrial business will be provided. It was stated that the amount of traffic will be negligible on

Obispo Street. Sixty (60) parking spaces will be provided. There is an existing fence with barbed wire, no razor wire.

There were 83 conditions of approval cited. Mr. Scott provided a handout on a proposed revision to Condition #42. This proposed revision involved a clarification of language involving a lot line adjustment between the 151 Obispo Street property and the adjoining Taylor Farms Retails Inc.'s property. This project is exempt from CEQA review as it is the re-use and operation of an existing facility (CEQA Section 15301).

Mr. Scott summarized by saying that the project meets both the Municipal Code relating to the cannabis ordinance and the Zoning Ordinance. The operations will comply with all applicable state licensing requirements for operations. The project supports the General Plan objectives to re-use existing and underutilized infill property where City services are already in place.

Ms. Jillian Collins, from Central Coast Processing , LLC, continued with the presentation. She showed a chart of milestones with October 2022 having two (2) milestones, CUP approval and the start of construction. She went into more detail regarding the company's proposed traffic circulation and security plan, odor mitigation, and landscape screening plan. For the security plan, she explained that fencing is state required; there will be outdoor light and a guard shack (incoming/outgoing compliant).

Of the 83 conditions of approval, Ms. Collins spoke about Condition #26 which states, "Project requires a minimum 5-foot sidewalk along the Obispo Street frontage to facilitate use of public transit." She is looking to not have a sidewalk as a condition of approval. There was a brief explanation of their employee plan with local hiring initiatives, proposed floor plan, inventory system tracking and the five (5) core goals of their Community Benefit and Investment Plan.

Mr. Scott Bruce gave a final presentation recapping the intent of the public hearing. He then went into more detail on the cannabis operations from bringing raw product to the loading dock area through to movement of bagged material to distribution areas. He briefly spoke about odor mitigation and their intent to keep as much inside the facility. He cited the Municipal Code section which says that no odor will be smelled on adjacent property or public right-of-way. Regarding security, he mentioned that there will be a full walk-through of the facility prior to occupancy. He reiterated that this project was evaluated by EMC Planning and qualifies for a CEQA Class 1 exemption.

Mr. Bruce gave a summary path to operation with the following: Conditional Use Permit approval; Building Permit; Community Benefit Agreement; Commercial Cannabis Business Permit, and Occupancy/Operations approved. The final approval will be by City staff. He emphasized that action tonight would move the process forward to a building permit.

Public hearing opened at 8:03 p.m. Public hearing closed at 8:04 p.m.

Request to speak. Mr. Stewart Jenkins had requested to speak but was not present at the meeting at this time to do so.

The Council asked general questions about employees, state licensing, inspection of lots, tracking, and storage of product. CM Ramirez asked for input from Shannon Sweeney, Public Works Director. Mr. Sweeney spoke about the CUP showing striking the bus stop and sidewalk. She explained about the current bus stops on Amber & Obispo Street which has the express route with no shelter as yet and the Obispo & Third Street, near the gas station, which is the Guadalupe local route. There was in-depth discussion about the need for the sidewalk, location of the sidewalk, etc. Mr. Scott said that there is a need to do a survey as there appears to be room for a sidewalk with a 5 ft. width. Mr. Sean Hecht from the company said that the City would put in the sidewalk 100' from their property to the bus stop. Ms. Collins said to complete the sidewalk when the City does.

Mayor Julian asked how all of this would be done. City Attorney Sinco said to revise Condition #26 with a time period to complete the sidewalk. The wording would show when the City is ready to do the sidewalk 100' from the property, a trigger should be shown to notify the applicants (company). City Attorney Sinco said the earliest would be to budget in June, time to plan. There would be reasonable notice, like six (6) months.

The discussion then turned to timing, cost and payment. Mr. Hecht suggested that for 500' frontage, the cost could go up to \$750,000 which he said was "not a light hurdle and was hesitant for that high cost". City Attorney Sinco said that this could be added to the Community Benefits Plan...bring this issue back a year from now and it wouldn't affect the manufacturer's permit. Ms. Sweeney added, "For 500' or 2,500 sq. ft., the cost would be around \$62,500...round up to \$100,000." City Attorney Sinco then said, "December 2023, based on the \$100,000 estimate." Ms. Collins added, "Get site survey...get some bids. When we come back for Phase II, we'll look at this...January 2024."

CM Ramirez said, "Phase I...employees working. Can we have some temporary safety mitigation to employees to take safe route. Maybe a carpool suggestion?"

Ms. Julianne Hill from Taylor Farms spoke, "We have 43 years in this community. We're working with new neighbors. There are trees by Hwy 166. A lot line adjustment will be needed. Chief Cash said, "This is the first time seeing the driveway usage. (He referenced a prior slide showing driveway usage showing main entrance and exit driveways and secondary driveways.) The slide also shows Taylor Farms access which is direct from Highway 166 (Main Street) to its receiving area. This usage could be problematic on Obispo Street. Suggestion: make a right turn only coming and not turn left onto Obispo Street. Traffic mitigation on Obispo Street...congestion at intersection." Ms. Taylor said she agreed with Chief's suggestions on traffic.

There was then discussion regarding a requirement to replace the sewer main. Condition #18 was briefly discussed. When Ms. Sweeney said that additional alternatives were already cited in the Conditions of Approval, they seemed satisfied.

City Attorney Sinco said, "A minimum 5' sidewalk would be built to City standards along Obispo Street, no later than by June 2024." CM Ramirez added, "Agreeing to 18 months. For a safety plan, loop in public safety to look at schools during the 18 months."

Motion was made by Council Member Ramirez and seconded by Council Member Costa, Jr. to approve Resolution No. 2022-93 approving Conditional Use Permit 2022-034-CUP, including CUP Finding, CEQA Class 1 Exemption and Conditions of Approval with revisions to Condition No. 26 to state "Project requires a minimum 5-foot sidewalk built to City specifications along the Obispo Street frontage to facilities use of public transit no later than by June 30, 2024", and to Condition No. 42 as requested by the applicant and distributed to the Council in writing at the meeting. Roll Call: All Ayes 5-0 Motion passed.

REGULAR BUSINESS

11. New Job Description and Classification of Finance Clerk, regular, part-time position in the Finance Department.

Written report: Amelia M. Villegas, Interim HR Manager

Recommendation: That the City Council adopt Resolution No. 2022-94 approving the classification and job description for the regular, part-time Finance Clerk position in the Finance Department and authorizing staff to initiate recruitment.

Ms. Lorena Zarate, Finance Director, gave the background on this item. For the past 10 years, the Finance Department has had two (2) Accounts Clerks providing service to our residents and customers. This includes utility billings, receiving payments, accounts receivables, processing payments for business licenses, accounts payables, etc. Guadalupe's population has increased over these 10 years resulting in an increase in residents requiring services. The number of vendors and consultants have also increased.

Having a part-time Finance Clerk, whose primary responsibility will be handling utility billing payments at the "counter", will allow for the Account Clerks to handle other matters. More importantly, it will allow for a more focused attention on improved customer service. In addition, having this part-time employee will help to increase the "counter" hours of the Finance Department's availability. For this fiscal year, funding for this position would come from Finance's previously allocated ARPA funds and remaining unallocated ARPA funds. For FY 23/24, ongoing costs would need to be funded by the General Fund.

Questions from the Council centered on the need for additional help in Finance, sustainability, increased hours for the "counter", and funding sources. Mr. Bodem said, "I fully support this new

part-time position for Finance. Customer service is a City goal. People come to City Hall to pay their bill, but they can't because the "counter" is closed. Customer service is paramount. This new position will help to clear up and alleviate backlog in the future.

On the subject of increased "counter hours", CM Costa, Jr. recommended the part-time employee hours be 11:00 a.m. to 5:00 p.m. Ms. Zarate responded, "Currently the "counter" is open Monday through Thursday, 8:30 a.m. to 4:00 p.m. We could look at possibly modifying the hours during the heavier times of the month to allow for later hours."

Motion was made by Council Member Costa, Jr. and seconded by Council Member Ramirez to approve Resolution No. 2022-94. 5-0 Motion passed.

12. Transit Update.

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

Recommendation: That the City Council receive the report for information, general discussion, and input.

Ms. Sweeney stated that this item was not time sensitive and requested referring to the November 8, 2022 City Council meeting.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to continue Item #12. Transit Update and Item #13. Main Street/Obispo Intersection traffic issues to the November 8, 2022 City Council meeting. 5-0 Motion passed.

13. Main Street/Obispo intersection traffic issues.

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

Recommendation: That the City Council provide direction to staff on next steps for traffic control on Highway 166 (West Main Street) in the vicinity of Obispo Street.

This item is being deferred to the November 8, 2022 City Council meeting, per Ms. Sweeney.

14. FUTURE AGENDA ITEMS

Shannon Sweeney: *Items 12 & 13 as stated above for the November 8th meeting.*

CM Cardenas: *Micro-Enterprise Program – grant applications/grantees. For the Ceremonial Calendar, recognition of individuals who completed the program and received funding for the November 22nd meeting.*

CM Costa, Jr.: Review the ordinance on trailers parked on streets and the 72-hour restriction. There are boats, trailers and cars that don't run that are parked on the streets. Chief Cash said, "72 hours is a state vehicle code. There's nothing to say how far a vehicle has to be moved. I've checked with CHP. There's no specific length that has to be moved." City Attorney Sinco said he would present an item showing what the ordinance can and cannot do...then get direction from Council. No specific date given.

Todd Bodem: Boys & Girls MOU for the November 8th meeting.

Mayor Julian: Lompoc Council got a pay increase. We need to look at increasing the stipend. City Attorney Sinco recommended doing that now which would then take effect in December. Mayor added, "We need to look at the budget. Look to change for those coming on board."

City Attorney Sinco: With CM Ramirez's resignation, Council needs to decide if a successor will be appointed or a special election – for the November 8th meeting.

15. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

CM Ramirez: He tendered his resignation as City Council Member, stating that his last City Council meeting would be November 22, 2022. There are two (2) years left on his term. City Attorney Sinco said that with his resignation date, the City Council has 60 days from November 22, 2022 to appoint a successor or call for a special election.

He attended the Allan Hancock College Board meeting which was held at City Hall here in Guadalupe. It was well attended, and the technology worked well. He said, "I want to thank Juana Escobar, Administrative Assistant, for all her help with this event."

CM Robles: Attended a special ceremony on Saturday, October 22nd, in Morro Bay. This was a rededication commemorating a Spanish galleon that landed in Morro Bay bringing the first Filipinos to this area. Also attending this ceremony was Morro Bay mayor, Mayor Julian and state legislators.

CM Costa, Jr.: This weekend, all four (4) Bulldog teams made the playoffs. Congratulations to the coaches and players. Also, the junior team was undefeated.

McKenzie 7th Grade Girls & Boys Basketball: Girls won at Vandenberg. Boys lost in overtime...lost with 3-point buzzer beater. There was a packed house. Next game on Thursday at Lompoc.

Mayor Julian: At SBCAG meeting, it was mentioned that all monies are going to the southland. SBCAG needs to start paying attention to North County.

CHP has been giving tickets. Special permit is needed to drive a van for Cal Vans. The driver is not counted, which makes it 14, meaning a special license isn't needed to drive a van.

16. ADJOURNMENT TO CLOSED SESSION MEETING

The meeting was adjourned to closed session. Item to be discussed: Public Employment (Pursuant to government Code Section 54957(b)); Title: City Administrator.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to adjourn to closed session. 5-0 Motion passed. Meeting adjourned to closed session at 9:53 p.m.

CLOSED SESSION

17. Public Employment

(Pursuant to Government Code Section 54957(b)):

Title: City Administrator

18. ADJOURNMENT TO OPEN SESSION MEETING

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to adjourn to open session. 5-0 Motion passed. Meeting adjourned to open session at 10:08 p.m.

19. CLOSED SESSION ANNOUNCEMENTS

“No reportable action.”

20. ADJOURNMENT

Motion was made by Council Member Costa, Jr. and seconded by Council Member Robles to adjourn meeting. 5-0 Motion passed. Meeting adjourned at 10:09 p.m.

Prepared by:

Approved by:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

MINUTES

City of Guadalupe

**Regular Meeting of the Guadalupe City Council
Tuesday, November 8, 2022, at 6:00 pm
City Hall, 918 Obispo Street, Council Chambers**

1. ROLL CALL:

Council Member Liliana Cardenas
Council Member Gilbert Robles
Council Member Eugene Costa Jr.
Mayor Pro Tempore Tony Ramirez
Mayor Ariston Julian

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

2. PLEDGE OF ALLEGIANCE

3. AGENDA REVIEW

Mayor Julian requested to move two (2) items on the agenda: Item #10. Consider entering into a Community Benefit Lease Agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast (DBA Boys and Girls Clubs of Mid-Central Coast) and Item #11. Cosecha Guadalupe Farmers Market. Both items to go before Item #9. Public hearing to consider a Notice of Exemption, Conditional Use Permit (2022-027-CUP) and Design Review (2022-030-DR), to allow a high-density residential project.

4. PRESENTATIONS

- Santa Barbara County Broadband Strategic Plan Project

Marjie Kirn, Executive Director of SBCAG, gave a brief introduction stating that SBCAG has been working with the City and the County for over a year to get better broadband for all. The City Council provided funding to their proposal and hired Santa Barbara County Broadband of Pacific Coast. The goal tonight is to present their strategy to the City Council. The PUC provided \$500,000 to continue the project and another \$500,000 was provided by the County for the EIR and implementation of the project.

Maria Kelly, member of the Broadband Consortium Team, continued the presentation saying that this is the fifth time presenting at our Council meetings. She talked about a regional and local approach and emphasized that they are still collecting speed data for Santa Barbara County. She went through a timeline of this project showing actions taken in early in January and February such as data collection and identifying and developing the stakeholder group. By mid-year, an analysis framework was developed, public outreach had occurred, and a strategy draft was developed, bringing the project to November with presentations and project wrap up.

Some time was spent discussing recommended local actions for Guadalupe. One area emphasized was identifying partnership opportunities to increase capacity and prioritize broadband planning. Other actions discussed were assist in identifying residences and businesses that are unable to connect to internet service; support and foster partnerships to overcome community barriers; continue to partner with SBCAG on infrastructure planning and continue to meet with major providers to discuss public/private opportunities. Some regional actions were also recommended.

The presentation then involved the next steps. Some of those steps were to review and adopt strategy recommendations; identify staff as point of contact for SBCAG; prioritize policy recommendations, and have Council determine priorities. There were other steps discussed that went into first quarter 2023 such as determining feasibility of recommendations and developing priorities and approach. The City was encouraged to join JPA.

Mayor Julian said, "Every city hears what's working. Can't do this alone. Thank you for keeping us updated."

At this point, Mr. Bodem introduced Teg Butler, the new Human Resources Manager. He recently came on board on October 31, 2022. Mr. Butler was present and said that he was pleased to be here.

5. COMMUNITY PARTICIPATION FORUM

There were no requests to speak on any item not on the agenda.

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 October 31, 2022.
- C.** Accept the First Quarter 2022 financial report.

- D. Adopt Resolution No. 2022-95 authorizing the City to enter a one-year agreement for planning services with Mr. Larry Appel, Integrity Planning commencing on January 1, 2023.
- E. Approval of Amendment No. 1 to Agreement with Hinderliter, De Llamas & Associates (HdL) for cannabis-related services.
- F. Adopt Resolution No. 2022-96 entering into an agreement with De Lapidé & Associates, Inc. (AKA Dr. Cornelius Nuworsoo), for the preparation of the City of Guadalupe, 6th Cycle Housing Element to remain compliant with the State of California Housing and Community Development (HCD) requirements.
- G. **MONTHLY REPORTS FROM DEPARTMENT HEADS**
 - 1. Planning Department report for October 2022
 - 2. Building Department report for October 2022
 - 3. Public Works /City Engineer’s report for October 2022
 - 4. Los Amigos de Guadalupe Update

No items were pulled. Motion was made by Council Member Cardenas and seconded by Council Member Robles to approve the Consent Calendar. 5-0 Motion passed. Mr. Bodem then commented on Item #6.D. stating that there was a typo in the agreement for the Contract Planner. City Attorney Sinco added that it is a one-year agreement ending December 2023, not December 2024.

7. CITY ADMINISTRATOR REPORT: (Information Only)

There was discussion for Central Park final design...move joint meeting (City Council & Recreation & Parks Commission) to January 24, 2023, meeting. Ms. Sweeney emphasized that the design consultant drew a GANT chart and there isn’t a lot of room to push off the conceptual design. She said, “If the joint meeting was scheduled for January 10, 2023, that leaves five (5) months ‘wiggle’ room for construction issues.” She presented various options with dates of the presentation going before Council whether a joint meeting was or was not held.

Mayor Julian said that input from the Recreation & Parks Commission was needed. Ms. Sweeney questioned if the Commission could meet before January 24th. A special meeting for the Commission would be needed. Then direction was given by the mayor to move forward without the Commission meeting but have the presentation given tentatively at the 12/13/22 Council meeting.

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

Chief Cash said that there were two items from last City Council meeting:

- *There was a request to review a fence issue at 333 Guadalupe Street. Fire Captain Schmitz did the inspection for Council’s review.*

- *Utility trailers and non-motorized vehicles parked through-out the City. City Attorney Sinco said that there is a specific ordinance that gives the City the authority to move vehicles and can tag before 72 hours. Looking to do an operational plan throughout the City.*

Mayor Julian asked if the request for a CUP on the auto repair shop would be coming back to another meeting. Item is to be scheduled for November 22nd meeting.

PUBLIC HEARING

9. **Public hearing to consider a Notice of Exemption, Conditional Use Permit (2022-027-CUP) and Design Review (2022-030-DR), to allow a high-density residential project consisting of 27 apartment units on the westerly portion of the 0.70-acre property at 823 Guadalupe Street (Assessor’s Parcel Number 115-112-003). The project is proposed pursuant to State Government Code Section 65915 (Density Bonus Law).**

Written report: Bill Scott, City Planner

Recommendation: That the City Council:

- a. Receive a presentation from staff;
- b. Conduct a public hearing, including 1) an opportunity for the applicant to present the proposed project, and 2) receive any comments from the public; and
- c. Adopt Resolution No. 2022-97 approving the Notice of Exemption, Conditional Use Permit 2022-027-CUP, and Design Review 2022-030-DR for the 823 Guadalupe Street apartment project.

An application was submitted for a Conditional Use Permit (CUP) and design review for a high-density development project consisting of 27 apartment units on 0.7-acre property at 823-829 Guadalupe Street. The new three-story building will contain twenty-four apartments. The upstairs portion of the two-story building will be remodeled to add three (3) apartment units for very low-income households. The apartment units in the new building would be one- and two-bedroom units. The renovated second floor in the existing building would contain one three-bedroom unit and two four-bedroom apartments.

Mr. Scott briefly talked about “Density Bonus Law” which provides an increase in residential density over local government’s General Plan and/or zoning and allows certain concessions or incentives, such as parking reduction and setback reduction. Using the density bonus formula, a total of 29 apartment units could be allowed but the applicant is proposing twenty-seven apartment units.

There are three (3) incentives or concessions: 1) Setback reduction; 2) Parking reduction, and 3) No covered parking. There is higher density than normal with an increase of nine (9) apartments (3 for – very low-income household)s. With the setback reduction, there is no adverse safety impact – a 15-foot parkway will function as a yard. There will be some degree of on-street parking.

A design review is required for any development in the Central business District fronting Guadalupe Street. The design will be Spanish mission style. The front building has some historical elements. The façade needs to be fixed and the exterior renovated.

Mr. Scott stated that this project meets General Plan conformance. More residential units in the downtown area will increase market demand for downtown businesses. There's efficient development with an underutilized and vacant infill property where City infrastructure and services are already in place. In addition, the City will be promoting density bonuses and incentives. For CEQA review, there is a Class 32 exemption.

Public Hearing opened at 7:57 p.m.

Mr. Lupe Alvarez spoke in support of the project. He did mention a parking situation. They own the property on the southside. With families there, he said there is a need for a 6-foot block wall. He can see people parking on his side. He did say that we need more housing.

There continued to be discussion on the need for a wall. Mr. Alvarez stated that he could see a block wall on both sides. There is a tin fence on one side now. Mayor Julian asked if there were plans for this. Mr. Scott, "No, not in the conditions. Code requires a 6-foot wall. We can put in as condition. Would want on the north side but maybe not on the other side." Mr. Thom Jess, project architect, then spoke. He said, "We have a good experience working with Bill Scott and staff. We want to have regulation for block wall on north side or southside. We'll defer to what the staff wants. But preference is not to block."

The discussion then turned to affordability of the apartment units. The mayor asked the State definition of "affordable" which he assumed depended on the size of the unit. Mr. Jass said, "For low-income, one-bedroom is \$600 per month and two-bedroom is \$900 per month. It's tied to the median income." The mayor asked if there were any plans to convert to H2A housing. Mr. Scott said, "The ground floor is commercial. The upstairs is residential. Just strictly apartments. No commitment for H2A housing."

Public Hearing closed at 8:10 p.m.

Mr. Scott talked more about the walls saying, "Too many walls. Makes for a graffiti magnet. If the wall is done architecturally and maintained, it could be compatible with the main building. That would be okay." Mr. Jess added, "Maybe collectively this can be worked out with something that's fitting. How would the wall fit in? We can work something out." There was then a discussion of a decorative fence.

City Attorney Sinco offered suggestions: 1) approve the project; 2) continue for a period of time, or 3) approve and come back with an amendment. CM Cardenas said for the property owners to make an agreement on their own regarding a fence.

CM Robles said, "27 single parking spots. Where would overflow go?" (Pioneer Street.) Mr. Scott said to add to Condition #66 that applicant shall install a decorative rot iron fence with concrete base along southern side of property line and 6-foot masonry wall along property side on northern side.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Ramirez to approve Resolution No. 2022-97 as amended. Ayes: 5 Nos: 0 5-0 Motion passed.

At this time, there was a short break at 8:25 p.m. The mayor called the meeting back to order at 8:34 p.m. at which point he changed the order of the remaining agenda.

The last item was Item #9. Public Hearing. The rearranged agenda items were then as follows:

Item #13. Ordinance No. 2022-504 – CA Building Code

Item #14. Ordinance No. 2022-505 – CA Fire Code

Item #16. Main Street/Obispo intersection traffic issues

Item #15. Council Seat Vacancy

Item #12. Ordinance No. 2022-506 – Salary Increases for City Officials

Item #17. Resolution No. 2022-98 Reclassification of Business Manager Position and Finance Department Reorganization

Item #18. Resolution No. 2022-100 – New Employment Agreement between the City of Guadalupe and Todd Bodem as City Administrator

REGULAR BUSINESS

- 10. Consider entering into a Community Benefit Lease Agreement by and between the City of Guadalupe and the Boys & Girls Clubs of Central Coast (DBA Boys and Girls Clubs of Mid Central Coast).**

Written report: Todd Bodem, City Administrator

Recommendation: That the City Council adopt Resolution No. 2022-99 authorizing entering into a Community Benefit Agreement by and between the City of Guadalupe and the Boys and Girls Clubs of Central Coast (DBA Boys and Girls Club of Mid Central Coast).

Mr. Bodem gave a brief history on the Boys & Girls Clubs of Mid Central Coast (BGMCC). Founded in 1966, BGMCC focuses on providing programs to the youth and teens who need them most. BGMCC programs are designed to achieve priority outcomes for lifetime success in three (3) main areas: Education, Character, and Health. About 37% of Guadalupe's population is under 18 years of age.

Since 1998, BGMCC has provided sports leagues in the City-owned Le Roy Park facility. That building became unusable with signs of wear, mold development and structural problems. The City secured a grant that funded the newly remodeled Le Roy Park facility. The facility sits on a few acres and includes a building with amenities with a basketball court, restrooms, offices, meeting rooms...a true multi-purpose facility. BGMCC has provided services to an average of 100 members/day of

Guadalupe youth and has been working over the past three (3) years with the City to come up with a plan for a continued collaboration in services to the community's youth.

A committee was formed comprised of the BGC MCC, Recreation & Parks Commissioners Emily Dreiling and Robert Salinas, Mayor Julian, City Administrator Bodem and Recreation Services Manager Sanchez to look at partnering with BGC MCC again. The City determined that it could not run this large a program or as cost effectively as BGC MCC. Over the past 2.5 years, the city committee and the BGC MCC have worked on a lease agreement to partner in the planning execution programming for our youth in this facility.

The BGC MCC is not required to pay any rent to the City; however, the BGC MCC will pay for all utilities (estimated to between \$9,000 - \$10,000 per month). The BGC MCC will make various investments to the facility, estimated at approximately \$60,000, to include network and wireless access points, computer network including internet access; surveillance, video and audio, motion sensing flood lights; security system with motion sensors, door and window sensors and a key safe containing copies of all keys for the building.

Section 7.2 of the lease agreement states BGC MCC's maintenance obligations. Some points listed are to keep, maintain, and repair the facility, such as equipment and signs installed BY BGC MCC, floor and wall coverings, doors, lights fixtures, locks, fire extinguishers, furnishings, keep the premises free of pests and rodents, landscaping as defined in the agreement but not any portion of the park area, etc. A reserve maintenance fund is to be established to be used for these maintenance obligations.

The City's maintenance obligations are to maintain the physical structure of the facility, roof, plumbing, water heating system, electrical systems, HVAC equipment, exterior painting, etc. Repairs caused by the negligence or willful misconduct of the BGC MCC or arising from its operations are not the responsibility of the City.

Mr. Bodem stated that although the City is not receiving rent from the BGC MCC, the committee felt that the lease agreement will meet certain criteria to ensure a mutually beneficial partnership of providing services to the community. The 'value' of services provided by the BGC MCC will exceed the fair market value of the rent for the property. Mayor Julian said, "This has been a long process. A lot of back-and-forth negotiations. Discussions of staffing, costs, etc."

Mr. Michael Boyer, CEO of BGC MCC, and Roberto Rodriguez, Chief Operations & Accountability Officer of BGC MCC, then spoke. They acknowledged the lengthy process to get the lease agreement. They said, "Over 100 kids can be served each day with various activities. We will run sports leagues. There will be full-time staff. Hours will be 10:00 a.m. to 6:00 p.m., Monday thru Friday, and on Saturday, 9:00 a.m. to 1:00 p.m. Staff will be available if the facility is rented.

CM Cardenas asked about the management of the building and especially how residents will know how to schedule/rent the building. Both Mr. Boyer and Mr. Rodriguez said that they'd provide a monthly report to Recreation Services Manager, Hannah Sanchez. There will be information put on their website about scheduling the building. The rental management will be based on how the City wants it to be...work as a partnership.

Further questions were asked about the rental process such as do renters come to the City or Le Roy Park; the rental fees go where; staff. Both Mr. Boyer and Mr. Rodriguez addressed these questions saying, "The B&G Club will be initial manager. Rental fees go to the City with a small fee for maintenance. It's up to the City to show fees, etc. as it's a City building. Staffing and custodial will be provided by B&G Club. The foundation has a maintenance fund.

As for staffing, Mr. Rodriguez explained, "There's a 20 to 1 ratio (kids to staff). 100 kids to 5 youth providers. There's also an Assistant Club Director and Club Director. So, a total of 7 on staff: 1 full-time; 1 part-time at 28 hours per week and other part-time at 20-25 hours per week. There's flexibility to bring on more staff as needed." Mayor Julian added working with Recreation Services Manager for coordination to benefit all kids.

The topic then turned to safety and security. The mayor asked about monitoring the area because when no one's there, problems happen. Mr. Boyer said that they will put inside/outside surveillance system for safety of the kids, etc. (All audio and video will be saved for six (6) months.) Those entering the facility must check in. Not anyone can just walk into the building.

CM Ramirez said, "I'm confused on the process. For renting the facility, where do you go? City Hall? Boys & Girls Club? Both?" Mr. Boyer said, "We haven't come up with specific process yet. We're managing the building as the City wants." CM Ramirez emphasized that it needs to be clear on the website for the public and must be easy to do. He then asked when the keys to the building will be turned over to the B&G Club? The B&G Club already have the keys. Mr. Rodriguez added, "Process depends on the function, event, service, etc. Running the process depends on how the City wants unless B&G Club process supersedes the City's for safety purposes."

CM Cardenas asked, "Does the process need to be outlined in the lease agreement?" City Attorney Sinco, "No, the agreement states that the City's in control. We don't have to have specifics spelled out in the agreement."

The issue of "no cost to B&G Club" came up. Mayor Julian said, "Let's talk about the elephant in the room. How do you justify 'in lieu of'?" Mr. Boyer said, "We're serving your kids at no cost. We're putting \$78,000 into the building and \$100,000 into our own maintenance fund."

CM Robles asked, "You're getting a brand-new building. Are you adding new activities?" Mr. Rodriguez said, "There was an art room before. A new room will be used for STEM, art, multi-use room, computer use, WIFI, etc."

Ms. Sanchez said, "The only comment I have is on facility rental. A lot of confusion. We need to be specific where the public needs to go to rent. Mayra Figueroa is the City's Facility Rental Coordinator. It's easier to have rentals done through the City unless there's a specific recreational event. Then I'd see that being handled by the B&G Club, not the City." Mr. Rodriguez said that they'd want to work with the City to clarify things. Alejandra Mahoney, Executive Director of LAdG, added, "Everyone has to have equal access. People going to the park; others to the City for rentals. There needs to be one point of contact."

Motion was made by Council Member Costa, Jr. and seconded by Council Member Ramirez to approve Resolution No. 2022-29 authorizing entering into a Community Benefit Agreement by and between the City of Guadalupe and the Boys and Girls Clubs of Central Coast (DBA Boys and Girls Club of Mid Central Coast). Roll Call: Ayes: 5 Nos: 0 5-0 Motion passed.

11. Cosecha Guadalupe Farmers Market

Written report: Hannah Sanchez, Recreation Services Manager

Recommendation: That the City Council choose from one of the following options:

- a. Allow Cosecha Guadalupe access to the Veteran's Memorial Plaza free of charge including use of utilities; or
- b. Pro-rate rental fees and utilities for Cosecha Guadalupe's use of Veteran's Memorial Plaza; or
- c. Allow Cosecha Guadalupe access to Le Roy Park free of charge including use of utilities; or
- d. Pro-rate rental fees and utilities for Cosecha Guadalupe's use of Le Roy Park.

Ms. Sanchez explained that various groups within Guadalupe have been working over the years to find a way to provide the city with a farmers' market. FRESA, one of those groups, has spent a couple years researching and documenting the feasibility of having one in Guadalupe. (FRESA stands for "Food Resiliency, Equity, Sustainability & Action"). This group is also involved in advocating for quality food access in Northern Santa Barbara County.

An interested working group, though separate from FRESA, is working with FRESA on having a market here in town. The working group has tentatively named the farmers' market "Cosecha Guadalupe". This group has asked the City to use, free of charge, the Veterans' Memorial Plaza, and the water and electricity on the plaza. Another request is that the City pay for the rental of a porta-potty to be kept on the plaza year-round.

Staff cited the pros and cons of Le Roy Park rather than the Veterans Memorial Plaza for this market site. For Le Roy Park, there'd be sufficient parking, no need to rent a porta-potty, playground area for kids to play. The strong "pros" for using the Veterans Memorial Plaza are the centralized location

and potential for visitors to the farmers market going to restaurants and businesses in town. Potential downside of the Veterans Memorial Plaza is eliminating parking spaces during the market's open hours as well as access to the electric vehicle charging station.

Request to speak:

Mr. Dennis Apel said that he's spent some time with Hannah. He gave proposal to staff and was surprised by staff's recommendation, especially move to Le Roy Park but said that he understood. However, he felt there are strong points for use of the Veterans Memorial Plaza. He said that he isn't requesting the City to rent the porta-potty. The farmers' market is not a financial benefit for anyone but is a good benefit to the community.

Mr. Apel then questioned the potential fees the City would charge for use of the Veterans Memorial Plaza. For utilities, he asked how the market would use \$12 per hour; \$100 per day. He talked about the \$100 deposit and cleaning fee which would be about \$640 a month. He said he was surprised by that but if that was what the City wanted, that's what it would be.

The question at this point was not for the City to decide based on costs and fees but rather on whether the site would be to have the farmers market at the Veterans Memorial Plaza or at Le Roy Park.

CM Costa, Jr. had some questions of both Ms. Sanchez and Ms. Sweeney about utilities usage, cost for the City vs residential, monitoring water with a meter. Rates for public areas depend on usage. Water and electricity are hard to estimate. A "best guess" was used because there's no reported usage documented. As for putting in a meter, Ms. Sweeney said, "If there was a fire hydrant there...would have to do research to put a spigot or take meter reading before and after the event." Mr. Apel added, "It's required to have a bathroom and hot water for vendors available. We don't want to rely on business neighbors. With six (6) produce vendors and possibly six (6) others, we'd need enough water to wash hands. Water should be minimal. Use of electricity would only be if music was used at the gazebo." Rental fees were briefly discussed with Ms. Sanchez saying that she'd bring that item back.

Mayor Julian then went through the proposal from Mr. Apel for the Farmers' Market in Guadalupe:

- 1. Use the Veterans Memorial Plaza to provide vegetables to the community.*
- 2. Olivera Apartments are near the parking lot (Plaza). The program has to be in the middle of town to make it easier to get to. Vandenberg, Lompoc, Santa Maria all use parking that's central for people walking.*
- 3. Are vendors being charged? Mr. Apel said that the market will get 5% of what the vendors sell.*
- 4. Haven't seen a lot of electrical use...farmers markets don't use power.*
- 5. Water usage for vendors.*

6. *Porta-potty: don't see the City participating with rental...maybe see Guadalupe Business Association participating...people coming here, things to see, restaurants, businesses, Wine House.*
7. *Parking barriers for "no parking" could be used. If people know time of farmers market and they park there, they'd be ticketed. But people will get used to not parking when market is open.*
8. *Fees – Lions Club, Commite, Kiwanis all use the Veterans Memorial Plaza and have Council's pre-approval to waive fees. Some adjustments may need to be made based on purpose of Plaza use. The mayor suggested looking after one year, look to see what progress there is. The mayor made some additional comments: the City should participate in the fee; location should be at the Veterans Memorial Plaza; porta-potty is more expensive than explained...suggested farmers might donate; need upkeep of the porta-potty which would be left for public to use.*

General concerns raised by Council and staff: if Le Roy Park was the location, it would limit the use of some areas to rent; access to the electrical vehicle charger at the Plaza could be a problem; suggest using only a portion of the Plaza to start things small and have it grow. Mr. Apel said that if only a portion of the Plaza was used, it cuts vendors in half...wouldn't have space for 12 vendors. Chief Cash added that without any review of the situation for the charger, if people can pull in and out easily, might work...whatever the Council wants, we can make it happen.

Mr. Alhan Diaz-Correa, FRESA, then spoke regarding the pros and cons of either suggested location. He said, "We've done work in the past and looked at both locations. Either one is good. The Plaza is a prime location and will bring people in. Whatever the location, it's important to stick with it...be consistent. I'd want the Plaza location to focus on downtown business but have Le Roy for other vendors. Whatever location, build on it."

Mayor Julian then said, "The biggest issue are the fees. Water, porta-potty, electricity – not a big issue. Electric vehicle charging station – no big issue. The Senior Center has a charger. Can't carve up the Plaza parking lot. Alhan added, "As chargers are added, lesser restrictions on the Plaza parking lot. The Veterans Memorial Plaza will work. If it's a matter of funds, FRESA will fundraise, but this market will make money. In the beginning, we need a strong foundation." The mayor said, "Look at the location now. Hannah and others will look at expense. Look at six-month to a year forgiveness. But we need to get it going."

Mayor Julian asked the council members for their choice of location:

- CM Robles: Veterans Memorial Plaza*
- CM Costa, Jr.: Le Roy - because of parking*
- CM Ramirez: Veterans Memorial Plaza – leave Le Roy Park open for rentals*
- CM Cardenas: Le Roy Park*
- Mayor Julian: Veterans Memorial Plaza*

City Attorney Sinco added that the policy needed to be amended to include the City Council's approval for the Farmers Market to be added to the list of an approved special event, as listed on the Master Fee Schedule. He said, "Give direction to staff to work with the farmers market group and bring back to staff. It's a 3-2 vote in favor of the Veterans Memorial Plaza. Make a motion to work with farmers market people on plan to use the Veterans Memorial Plaza.

Motion was made by Council Member Ramirez and seconded by Mayor Julian to have the applicant work with staff on a plan to use the Veterans Memorial Plaza. Ayes: 3 Nos: 2 3-2 Motion passed.

CM Ramirez clarified, "The City's involved; need to have Guadalupe Business Association and all partners in this project. But it's not a 'for sure thing' as there are questions to be answered. Location was the issue voted on." Mr. Apel said, "City is okay to proceed with Farmers Market at the Veterans Memorial Plaza. There were two options to vote on." Mayor Julian said, "More details need to be determined. Will there be a grace period? No vote on fees, utilities, etc. now."

CM Costa, Jr. raised the issue of accumulated trash and who handles that? Mr. Apel said, We're willing to take trash out every week. We don't want to burden the City." The mayor's final comment was, "Work with Hannah to get details."

12. Ordinance No. 2022-506 - Salary Increases for City Officials.

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council introduce Ordinance No. 2022-506, and continue to its meeting of November 22, 2022, for second reading and adoption, an ordinance increasing the monthly salaries for all of the City's elected officials.

City Attorney Sinco cited some sections from the government code relating to salaries of elected officials. It stated that the maximum salary is based on population. For cities with a population up to and including 35,000 in population, the maximum stipend is \$300.00 per month. However, the salary for council members can be increased beyond that amount by an amendment to an ordinance but the increase can't exceed an amount equal to 5 percent for each calendar year from the date of the last adjustment to the salary.

The salary for council members is \$150.00 per month. The last time there was a salary adjustment was in 1987. The salaries for the City Clerk and City Treasurer are determined by the City Council. They are also \$150.00 per month. City Attorney Sinco said, "The Council could increase the salary to \$300.00 per month but can go higher to \$570.00 per month, which would be the maximum, but it doesn't have to go that high. Also, the mayor can receive a higher salary per the government code with approval of the City Council. In 1997 the salaries for the City Clerk and City Treasurer were approved, through a resolution, to be equal to the salaries of the City Council. The Council can

approve that the salaries continue to be the same as the City Council or a different amount can be approved.

The City Council has the approval to grant stipends for the Recreation & Parks Commission. Mr. Bodem said, "Stipends for the Commissioners make sense to give, and that the mayor receive more than the rest of the Council. He is involved in ceremonials and activities within the community." City Attorney Sinco said that retirement and health benefits are not considered part of salary. Mayor Julian then said, "I don't feel that health benefits and PERS should be given...there's no budget. But 37 years of \$150.00 per month isn't adequate for what we do. This increase should also include the City Clerk and City Treasurer. I'd want the increase for the mayor, \$420.00 per month, not take effect until 12/10/2024. I'm planning on staying another two (2) years" City Attorney Sinco said that we can continue to another meeting to take effect 1/01/2024.

CM Cardenas said that she could see the Recreation & Parks Commissioners receiving something. City Attorney Sinco said, "No action has to be taken tonight on that. It can be done by resolution. Item can be brought back for the next meeting with a resolution showing compensation for the Recreation & Parks Commissioners." The mayor recommended \$100.00 per month for the Commissioners. CM Cardenas said, "Will this be sustainable for the next two (2) years? Or even the next six (6) months if adopted in January 2023?"

Motion was made by Council Member Costa, Jr. and seconded by Mayor Julian to amend Ordinance No. 2022-506 to increase salaries for first reading and continue for second reading at meeting of November 22, 2022. Ayes: 2 No: 3 2-3 Motion did not pass.

- 13. Ordinance No. 2022-504, repealing Guadalupe Municipal Code Ordinance No. 2020-491, Title 15.04, adoption of Building Codes; and adopting a new Chapter 4 of Title 15, adoption of State of California 2022 Building Standards Code.**

Written report: Mark Green, Contract Building Official

Recommendation: That the City Council introduce Ordinance No. 2022-504, and continue to the meeting of November 22, 2022, for second reading and adoption, to update and amend Title 15, Chapter 4 of the Guadalupe Municipal Code to be consistent with the State of California 2022 Building Standards Code of which become effective January 1, 2023.

Mr. Green explained that every three (3) years a new construction code is issued. The Municipal Code of the City of Guadalupe Title 15, Chapter 4 has not been comprehensively updated since August 25, 2020, with the adoption of the 2019 California Building Codes which will expire January 1, 2023. The California Building Standards Commission adopted the 2022 California building Standards Code, which becomes effective January 1, 2023, and contains eleven subjects that incorporate public health, life safety, and general welfare standards used in the design and construction of buildings in California. The cost for the building codes is between \$1,500 - \$1,700 a set. PDFs of the codes could also be purchased.

Mr. Green said that he picked up five (5) ADUs today. A review of each ADU will take between 3-5 hours. He said that a high priority now is the Royal Theatre project. A third review has been completed and is going into a fourth review. For the Escalante Meadows project, there are a batch of revisions that were issued. He said he finished a review today.

Mr. Green mentioned that there are a lot of ADUs and apartment complexes going up now. Mayor Julian asked where are those ADUs that are going up? Mr. Green said, "About 95% are in the older area of Guadalupe. That area has room on site to build. Area is about from Guadalupe Street east to edge of town and north. There's also about two (2) ADUs in Pasadera.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to introduce Ordinance No. 2022-504 for first reading and continue to the meeting of November 22, 2022 for second reading and adoption. 5-0 Motion passed.

14. Ordinance 2022-505, adopting the 2022 California Fire Code and amend the Guadalupe Municipal Code to update Fire and Safety regulations.

Written report: Michael Cash, Director of Public Safety

Recommendation: That the City Council introduce, on the first reading, and continue to the meeting of November 22, 2022, for second reading and adoption, Ordinance No. 2022-505 adopting the 2022 California Fire Code and amending the specified fire and safety ordinances in the Guadalupe Municipal Code.

Chief Cash gave a brief background stating that the State of California periodically updates the California Fire Code to adapt to changing needs for the public's continued safety. The code has been updated to remain current on changing technology and risks. The most current version of the California Fire Code was released in 2022 and will become effective on January 1, 2023. In addition to approving to adopt the 2022 California Fire Code to regulate fire, building and safety issues consistent throughout the State, staff is also requesting that the Council approve other amendments to the City's fire and safety regulations set forth in the Guadalupe Municipal Code.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to introduce Ordinance No. 2022-505 for first reading and continue to the meeting of November 22, 2022, for second reading and adoption. 5-0 Motion passed.

15. Council Seat Vacancy.

Written report: Philip F. Sinco, City Attorney

Recommendation: That the City Council consider whether to make an appointment or call for a special municipal election to fill upcoming vacancy on the City Council.

CM Ramirez submitted his letter of resignation to the City Clerk on October 25, 2022, specifying the date of his resignation as November 29, 2022. His resignation will occur halfway through his four-year term. Whoever fills his vacancy will serve until December 3, 2024, which would have been the final day of CM Ramirez's term.

There are two options for the Council to fill the vacancy: either through an appointment on January 28, 2022, or through a special election. The staff recommends filling the vacancy through an appointment. A notice will be posted on the City's website and elsewhere. There will be a 30-day period to respond. Letters will be reviewed by the Council at the December 13th meeting and selections will be made for those applicants to be interviewed at the meeting for January 10, 2023. Final selection as well as appointment can be made then, or it can be continued for the January 24, 2023, meeting. There was consensus by the Council to move forward.

The Council then discussed whether or not a shorter period was needed to fill the vacancy. Rather than a 30-day period for applicants to respond, cut it to 15 days. Schedule a special meeting solely to review and interview applicants. A variety of dates and actions were discussed. The final decision was to have the timeframes as initially proposed: Post notice of seat vacancy; deadline to respond with letter of interest, by December 6th; letters reviewed by Council at the December 13th meeting; applicants interviewed at the meeting of January 10, 2023, and applicant selected and appointed at the meeting of January 24, 2023. (Applicant may also be selected and appointed at the meeting of January 10, 2023.)

16. Main Street/Obispo intersection traffic issues.

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

Recommendation: That the City Council provide direction to staff on next steps for traffic control on Highway 166 (West Main Street) in the vicinity of Obispo Street.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Ramirez to continue item to a later date. 5-0 Motion passed.

17. Reclassification of the Business Manager position and Finance Department reorganization.

Written report: Amelia M. Villegas, Interim HR Manager

Recommendation: That the City Council adopt Resolution No. 2022-98 approving the reclassification of the Business Manager position and reorganization in the Finance Department.

For years the Finance has had a flat organizational structure with all positions reporting to the Finance Director. With an increase in the department's customer base along with the need for more focused internal controls and day-to-day supervision of the operations side of the department, two changes are recommended: reclassify the Business Manager position to Accounting Supervisor and reorganize the department structure.

The reclassification of the position will result in the staff on the operations reporting directly to the Accounting Supervisor who will then report to the Finance Director. These two changes will allow the Finance Director to provide more focus on higher level review of internal processes, budget and fiscal policies as well as the transition and maintenance of the new software.

The SEIU salary grade for the Accounting Supervisor is 215. (The salary grade for the Business Manager position was 205.) There is no fiscal impact at this time or through this fiscal year. The incumbent is eligible for a salary increase no later than November 9, 2023, contingent on overall performance.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Robles to approve Resolution No. 2022-98 approving the reclassification of the Business Manager position and the reorganization in the Finance Department. 5-0 Motion passed.

18. New Employment Agreement between the City of Guadalupe and Todd Bodem as City Administrator.

Written report: Amelia M. Villegas, Interim HR Manager

Recommendation: That the City Council adopt Resolution No. 2022-100 approving a new employment agreement with Todd Bodem as City Administrator and authorizing the Mayor to sign the agreement on behalf of the City.

- *Mr. Bodem was hired on November 1, 2019. His original employment agreement had a three-year term, from November 1, 2019 to October 31, 2022. His new agreement is based on the same terms as the prior agreement, with the following changes:*
- *A two-year term from November 1, 2022 to October 31, 2024.*
- *Base Salary of \$146,864.16. On or after November 1, 2023, Mr. Bodem is eligible for a three percent (3%) salary increase, contingent on a satisfactory performance evaluation from the City Council. In addition, he will also be eligible for up to an additional three percent (3%) at that time if he has met certain criteria in a “pay for performance” program. The Council will approve the terms of that program with measurable objectives no later than January 10, 2023.*
- *Mr. Bodem may use his personal car and in lieu of reimbursement at the IRS mileage rate, he will receive a \$150.00 per month car allowance stipend.*

- *Mr. Bodem will automatically receive a three percent (3%) increase to his base salary if any City employee receives an increase to his or her base salary that is higher than Mr. Bodem's. (In the original employment agreement, the increase was \$1.00 per hour.)*

The fiscal impact for this new two-year term employment agreement to the City's general fund is approximately \$11,000 should an increase occur during the first year of the agreement and approximately up to \$20,000 should Mr. Bodem be awarded a salary increase during the second year of the agreement.

Motion was made by Council Member Costa, Jr. and seconded by Council Member Robles to approve Resolution No.2022-100 approving a new employment agreement with Todd Bodem as City Administrator and authorizing the Mayor to sign the agreement on behalf of the City of Guadalupe. 5-0 Motion passed.

Mr. Bodem thanked the City Council and expressed his appreciation working with them.

19. FUTURE AGENDA ITEMS

CM Cardenas mentioned the Micro-Enterprise grantees for the November 22nd meeting.

20. ANNOUNCEMENTS – COUNCIL ACTIVITY/COMMITTEE REPORTS

CM Costa, Jr.: Three (3) of the Bulldogs teams were out of the playoffs while the junior team is still in and can possibly make it to the Super Bowl. McKenzie Girls basketball team lost to Lakeview while the Boys team won. Saturday, November 12th, Touch of Style will be at Le Roy Park.

Mr. Esteban Ross Johnson, who was in the audience, came to the podium. He said he moved to Pasadera and is interested in politics, local politics.

21. ADJOURNMENT TO CLOSED SESSION MEETING

The meeting is being adjourned to closed session. Item to be discussed: Conference with Labor Negotiators (Subdivision (a) Government Code Section 54957.6) Agency designed representatives: City Administrator, Human Resources Manager and Che Johnson, Partner, Liebert, Cassidy & Whitmore; Employee Organizations: International Association of Firefighters (IAFF).

Motion was made by Council Member Costa, Jr. and seconded by Council Member Ramirez to adjourn the meeting to closed session. 5-0 Motion passed.

CLOSED SESSION

22. Conference with Labor Negotiators

(Subdivision (a) of Government Code Section 54957.6)

Agency designated representatives: City Administrator, Human Resources Manager and Che Johnson, Partner, Liebert, Cassidy & Whitmore; Employee Organizations: International Association of Firefighters (IAFF)

23. ADJOURNMENT TO OPEN SESSION MEETING

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to adjourn to open session. 5-0 Motion passed. Meeting adjourned to open session at 9:55 p.m.

24. CLOSED SESSION ANNOUNCEMENTS

No reportable action

25. ADJOURNMENT

Motion was made by Council Member Costa, Jr. and seconded by Council Member Cardenas to adjourn. 5-0 Motion passed. Meeting adjourned at 9:56 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 November 22, 2022**

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Second Reading Ordinance No. 2022-504 repealing Ordinance No. 2020-491, Title 15.04, Adoption of Building Codes; and adopting a new Chapter 4 of Title 15, Adoption of State of California 2022 Building Standards Code.

RECOMMENDATION

That the City Council adopt, on second reading, Ordinance No. 2022-504 repealing Ordinance No. 2020-491 and adopting a new Chapter 4 of Title 15 of the Guadalupe Municipal Code.

BACKGROUND:

The City Council introduced Ordinance No. 2022-504 at its meeting on November 8, 2022. This constitutes the second reading of the ordinance.

ATTACHMENTS

1. Ordinance No 2022-504, entitled "An Ordinance of the City Council of the City of Guadalupe, California, Repealing Ordinance No. 2020-491 and adopting a new Chapter 4 of Title 15 of the Guadalupe Municipal Code".

ORDINANCE NO. 2022-504

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, REPEALING
ORDINANCE NO. 2020-491 AND ADOPTING A NEW CHAPTER 4 OF TITLE 15 OF THE
GUADALUPE MUNICIPAL CODE**

WHEREAS, each city in the State of California is required to adopt the California Building Standards Code and is authorized to do so by reference (Health and Safety Code § 17922 and Government Code § 50022.2); and

WHEREAS, the California Building Standards Commission adopted the 2022 California Building Standards Code, of which becomes effective January 1, 2023; and

WHEREAS, the Municipal Code of the City of Guadalupe Title 15 - Building and Construction has not been comprehensively updated since August 25, 2020; and

WHEREAS, it is deemed to be in the best interest of the City to update and amend Title 15 of the Municipal Code to be consistent with the State of California Building Standards Code and to account for new building construction standards; and

WHEREAS, Title 15 of the Municipal Code of the City of Guadalupe has provided minimum standards to safeguard life or limb, health, property, and public welfare by regulating the construction, quality of materials, use, and occupancy, location and maintenance of all buildings and structures within this jurisdiction and certain equipment; and

WHEREAS, the 2022 California Building Standards Code contains eleven subjects that incorporate public health, life safety, and general welfare standards used in the design and construction of buildings in California. The California Codes incorporate the latest national standards in the International Building Code, International Residential Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code and other national standards and codes; and

WHEREAS, It is the intent of the City of Guadalupe to ensure enactment of the standards herein, as the State Building Standards Code become effective January 1, 2023, to protect the public welfare, health and safety; and

WHEREAS, the adoption and proposed amendments to the 2022 California Fire Code will be submitted to the City Council under separate cover as Chapter 8 of Title 15 of the Guadalupe Municipal Code, and therefore not included in this Ordinance.

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

SECTION 1. The existing Ordinance No. 2020-491, Title 15.04 Adoption of Building Codes of the Guadalupe Municipal Code, is hereby repealed.

SECTION 2. The following codes are hereby adopted as the City of Guadalupe Building Code, Residential Building Code, Administrative Code, Electrical Code, Plumbing Code, Mechanical Code, Energy Code, Green Building Standards Code, Existing Building Code, Historical Building Code and Reference Standards Code, and are incorporated herein as if fully set forth, with such further incorporation and amendment of individual sections and appendices as follow below:

15.04.010 Codes adopted.

- A. 2022 California Building Code, Volumes One and Two.
- B. 2022 California Residential Building Code.
- C. 2022 California Electrical Code.
- D. 2022 California Plumbing Code.
- E. 2022 California Mechanical Code.
- F. 2022 California Administrative Code, including all appendices.
- G. 2022 California Energy Code, including all appendices.
- H. 2022 California Green Building Standards Code, including all appendices.
- I. 2022 California Existing Building Code, including all appendices.
- J. 2022 California Historical Building Code, including all appendices.
- K. 2022 California Referenced Standards Code, including all appendices.

15.04.020 California Building Code adoption.

The provisions of the 2022 Edition of the California Building Code Volumes One and Two, including Appendices; B (Board of Appeals), C (Group U—Agricultural Buildings), F (Rodentproofing), G (Flood-Resistant Construction), H (Signs), I (Patio Covers), J (Grading) and M (Tsunami-Generated Flood Hazard) are adopted in their entirety.

15.04.030 California Residential Building Code adoption.

Adopt the 2022 California Residential Building Code including Appendices H (Patio Covers), J (Existing Building and Structures), K (Sound Transmission), Q (Tiny Houses), AS (Strawbale Construction), and V (Swimming Pool Safety Act) in their entirety.

15.04.040 California Electrical Code adoption.

Adopt the 2022 California Electrical Code including all Annexes in their entirety except Annex H.

15.04.050 California Plumbing Code adoption.

Adopt the 2022 California Plumbing Code including all Appendices in their entirety except Appendices C (Alternate Plumbing Systems), F (Firefighter Breathing Air Replenishment Systems) and L (Sustainable Practices).

15.040.060 California Mechanical Code adoption.

Adopt the 2022 California Mechanical Code including all Appendices in their entirety except Appendices A (Residential Plan Examiner Review Form for H.V.A.C. System Design) and E (Sustainable Practices).

SECTION 3. Publication and Effective Date. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be posted in three publicly accessible locations in the City. The ordinance shall go into effect and be in full force at 12:01 a.m. on January 1, 2023, as required by state law.

SECTION 4. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA) and the CEQA guidelines, and has been found to be exempt pursuant to §15306 of the CWQA Guidelines (Information Collection) because it does not have the potential to create a physical environmental effect.

SECTION 5. 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, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Guadalupe hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact than one or more sections, subsections, sentences, clauses and phrases be declared invalid or unconstitutional.

SECTION 6. Nothing in this ordinance or in the Codes hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in previous Codes; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 7. 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 the City Administrator and City Attorney concerning any changes deemed necessary.

SECTION 8. The City Clerk of the City of Guadalupe is hereby authorized and directed to transmit a copy of this ordinance to the California Building Standards Commission as required by the California Health and Safety Code Section 17958.7

INTRODUCED at a regular meeting of the City Council on the 8th day of November 2022, by the following vote:

MOTION: EUGENE COSTA JR. / LILIANA CARDENAS

AYES: 5 Councilmembers: Ramirez, Cardenas, Julian, Robles, Costa Jr.
NOES: 0
ABSENT: 0
ABSTAINED: 0

PASSED AND ADOPTED at a regular meeting of the City Council on the 22nd day of November 2022, by the following vote:

MOTION:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS IS TO FORM:

Philip F. Sinco, City Attorney



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022**

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Second Reading Ordinance No. 2022-505, repealing Ordinance No. 2019-483 and adopting a new Chapter 8 of Title 15 of the Guadalupe Municipal Code.

RECOMMENDATION

That the City Council adopt, on second reading, Ordinance No. 2022-505 adopting the 2022 California Fire Code and amending the specified fire and safety ordinances in the Guadalupe Municipal Code.

BACKGROUND:

The City Council introduced Ordinance No. 2022-505 at its meeting on November 8, 2022. This constitutes the second reading of the ordinance.

ATTACHMENTS

1. Ordinance No 2022-505, entitled "An Ordinance of the City Council of the City of Guadalupe, California, repealing Ordinance No. 2019-483 and adopting a new Chapter 8 of Title 15 of the Guadalupe Municipal Code.

ORDINANCE NO. 2022-505

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA,
REPEALING ORDINANCE NO. 2019-483 AND ADOPTING A NEW CHAPTER 8 OF
TITLE 15 OF THE GUADALUPE MUNICIPAL CODE**

WHEREAS, the State of California has recently adopted the 2022 California Fire Code, which will become effective January 1, 2023; and

WHEREAS, it is the desire and intent of the City Council of the City of Guadalupe to provide citizens with the greatest degree of fire, life, and structural safety in buildings in the most cost-effective manner by adopting that body of regulations referred to as the 2019 California Fire Code with amendments specific to the City of Guadalupe; and

WHEREAS, the California Health and Safety Code Section 17958.5 and Section 18941.5 require the City Council, before making any modifications or changes to the California Fire Code, to make an express finding that each such modification or change is needed; and

WHEREAS, California Health and Safety Code Section 17958.7 requires that such changes must be determined to be reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, such findings must be made available as a public record, and a copy thereof with each such modification or change shall be filed with the State of California Building Standards Commission; and

WHEREAS, it is the intent of the City of Guadalupe to enact the 2022 California Fire Code with the amendments written below and shall become effective January 1, 2023:

**THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, DOES ORDAIN AS
FOLLOWS:**

Section 1. Findings: Pursuant to Health and Safety Code Section 17958.7, the City Council finds that the following conditions exist locally which require that amendments be made to the 2022 California Fire Code in order to protect the public health, safety, and welfare:

A. Climatic Conditions

1. Santa Barbara and San Luis Obispo Counties are in an area of high fire risk, and the local area regularly experiences high wind conditions, high temperatures, and low humidity, These winds, which can cause small fires which spread quickly, are a contributing factor to the high fire danger in the area, which creates a potential for localized disasters which could reduce the availability of mutual aid firefighting resources;

2. The City of Guadalupe is located in a semi-arid Mediterranean-type climate which predisposes all fuels to rapid ignition and spread of fire. Therefore, there exists a need for additional fire protection measures.
3. The watershed upstream of the City experienced major wildland fire over the years which resulted in significant destruction of the vegetation and has created the potential for a dramatic increase in water flow through the Santa Maria River. The Santa Maria River Levee bordering the northern edge of the City terminates at the intersection of Highway 1, and from that point west, there is no protection for the City from flooding due to high flows in the Santa Maria River. This potential for significant flooding could place an extraordinary draw upon local emergency resources, and the need for additional requirements for fire protection as set forth in the amendments are necessary to supplement the capabilities of local emergency resources in a time of a flood emergency;

B. Geographic Conditions

1. The Guadalupe area is in close proximity to several active seismic faults, and amendments to the State Fire Code are necessary to supplement the capabilities of local emergency resources in a time of an area-wide earthquake;
2. The City has the potential for limited access to mutual aid resources. Access from the north is via one bridge over the Santa Maria River and from the south through several cuts in local mountains. In the event of an earthquake, flood, or other incidents, the availability of assistance from outside of the local area could be compromised. Amendments to the State Fire Code are necessary to ensure the City can meet the needs of the residents during these events.
3. The City of Guadalupe is located, at its westernmost part, approximately three and a half miles from the ocean. The city's typical ground water level is at fifty feet, with the areas of the city at levels as shallow as six to ten feet. This condition makes the City more prone to subsidence issues than most inland communities.
4. Soil formation within Guadalupe has been strongly influenced by the Santa Maria River floodplain. Soils underlying and surrounding the City are alluvial in nature consisting primarily of sandy loams and silty clay loams. This low coastal plain and valley bottom with alluvial deposits and areas with high groundwater make the City susceptible to ground liquefaction.

Section 2. Repeal of Current Fire Code. Ordinance 2019-483, adopting the 2019 California Fire Code, is hereby repealed in its entirety.

Section 3. Adoption of Fire Code. A new Chapter 8 of Title 15 of the Guadalupe Municipal Code is hereby adopted to read as follows:

15.08.010 Adoption. The California Fire Code, 2022 edition as published by the State of California, including appendix A through O, and subsequent editions as adopted by the State of California, are adopted by reference subject to the additions, deletions, and amendments set forth in this chapter.

15.08.020 2019 California Fire Code amendments.

CHAPTER 1 SCOPE AND ADMINISTRATION

101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the *Fire Code of the City of Guadalupe*, hereinafter referred to as “this code.”

104 GENERAL AUTHORITY AND RESPONSIBILITY

104.1.1 Peace Officer Powers. The Fire Chief, Fire Captains, Fire Inspectors, and other personnel as authorized by the Fire Chief, shall have the powers of police officers in performing duties under this code and shall have powers of peace officers as provided by California Penal Code Section 830.37 and shall have authority to issue citations.

104.12 Authority at Fires and Other Emergencies. The Fire Chief or designee in charge at the scene of a fire or other emergency involving the protection of life, environment, or property or any part thereof shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty. In the exercise of such power, the Fire Chief or designee is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene and is authorized to remove, or cause to be removed or kept away from the scene, any person, vehicle, vessel or thing which could impede or interfere with the operations of the Fire Department and, in the judgment of the Fire Chief or designee, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of the environment and property in the vicinity thereof.

108 INSPECTIONS

108.1 Inspection authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 of the California Fire Code for the purpose of enforcing this code.

111 BOARD OF APPEALS

111.1 Board of Appeals. In order to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official relative to the application an interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the governing body and shall hold office at its pleasure. The Fire Code Official shall be an ex officio member of said

Board but shall have no vote on any matter before the Board. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Code Official.

111.1.1 Appeals Process. Whenever a Fire Inspector or other Fire Department member disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Inspector or other Fire Department member to the Fire Chief IN WRITING within 15 calendar days from the date of the decision.

111.1.2 Appeals Process. Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Chief to the Board of Appeals IN WRITING within 15 calendar days from the date of the decision.

112 VIOLATIONS

112.2 Owner/occupant responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner or owner's authorized agent. Where an occupant creates or allows to be created hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

112.4 Violation Penalties. Persons who shall violate a provision of this code, the Guadalupe Municipal Code, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 or by imprisonment not exceeding 180 calendar days, or both such fine and imprisonment for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The Fire Code Official may also cause an administrative action to be initiated in accordance with Title 1, Chapters 1.10 and 1.11 of the Guadalupe Municipal Code.

113 STOP WORK ORDER

113.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and subject to the penalties set forth in Section ~~110.4~~ 112.4 of this code. The Fire Code Official may also cause an administrative action to be initiated in accordance with Title 1, Chapters 1.10 and 1.11 of the Guadalupe Municipal Code.

CHAPTER 3 GENERAL REQUIREMENTS

304 COMBUSTIBLE WASTE MATERIAL

304.1.2 Vegetation. Weeds, grass, vines, or other growth that is capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban/wildland interface areas shall be in accordance with California Fire Code Chapter 49 and Title 19, Division 1, 3.07(b). Refer to Guadalupe Municipal Code Chapter 8.16 for weed, trash, and debris removal and abatement procedures.

307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.1.2 Combustible Refuse Prohibited Open Burning. A person shall not burn any combustible refuse in any open outdoor fire within the City. Burning in any incinerator is prohibited except with a permit issued by the Fire Code Official and in accordance with Federal, State, and Local requirements.

EXCEPTIONS:

1. Barbeque and recreational fires (camp fires).
2. Agricultural burning with a permit issued by the Fire Code Official and in accordance with Federal, State, and Local requirements.
3. Fires set under public authority.

308 OPEN FLAMES

308.1.4 Open-Flame Cooking Devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3,048 mm) of combustible construction.

308.1.4.1 Liquefied-Petroleum-Gas-Fueled Cooking Devices. LP-gas burners having an LP-gas container shall not be located on combustible balconies or within 10 feet (3,048 mm) of combustible construction.

311 VACANT PREMISES

311.1 General. Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces or buildings damaged by fire or other disasters, shall be safeguarded and maintained in accordance with this section.

311.1.1 Abandoned Premises. Buildings, structures, and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly becomes unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation as directed by the Building Official and Fire Code Official.

311.1.3 Buildings or Property Damaged by Fire or Disaster. The owner, occupant, or other person having under their control any property or materials on property damaged by fire or other disasters,

when access by the public is possible, shall secure the property either by boarding up all openings, fencing, barricading, or other appropriate measures as approved by the Fire Code Official. Within 15 calendar days after written notice by the Fire Code Official to do so has been served, all debris and/or damaged materials shall be removed from the property and deposited in accordance with Federal, State, and Local requirements or proof of contractual arrangements that have been made for demolition, replacement, or repair of all fire or disaster-damaged structures remaining on the property.

311.1.4 Authority to Secure Property Damaged by Fire or Other Disaster. The Fire Code Official shall be empowered to initiate necessary actions to secure property damaged by fire or other disaster and/or remove and dispose of debris and other damaged materials when, after giving notice to the owner of record of the property, the owner fails to secure the property and/or remove debris as ordered by the Fire Code Official.

311.1.5 Cost Recovery. The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of securing property damaged by fire or other disaster and/or removing and disposing of debris and other damaged materials when, after giving notice to the owner of record of the property, the owner fails to secure the property and/or remove debris, and the City provides the service either through the use of City resources or a contractor.

312 VEHICLE IMPACT PROTECTION

312.2 Posts. Guard posts shall comply with all of the following requirements:

1. Constructed of steel not less than 4 inches (102 mm) in diameter and concrete filled.
2. Spaced not more than 3 feet (914 mm) between posts on center.
3. Set not less than 3 feet (914 mm) deep in a concrete footing of not less than 18-inch (458 mm) in diameter.
4. Set with the top of the posts not less than 3 feet (914 mm) above ground.
5. Located not less than 3 feet (914 mm) from the protected object.

316 HAZARDS TO FIRE FIGHTERS

316.7 Fog, Smoke or Gas Emitting Systems. No system or device shall be installed in any building or portion of a building which, as a part of its operation discharges any fog, gas, smoke, vapor, liquid, or other product when the design of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS

401 GENERAL

401.3.5 Hazardous Materials Events. In the event an unplanned or unwanted release of hazardous materials occurs on a property, the owner or occupant shall immediately report such condition to the Fire Department.

403 EMERGENCY PREPAREDNESS REQUIREMENTS

403.11.1.1 When Required. Fire watch shall be provided as follows:

1. When required by other sections of this code.
2. When the Fire Code Official deems a condition essential for public safety.
3. When the Fire Code Official determines that conditions may result in a rekindle.

403.11.1.2 Financial Responsibility. The property owner, the tenant or occupant in control of the premises shall be responsible for all costs of providing a fire watch.

403.11.1.3 Qualifications. Personnel assigned to fire watch duties shall possess the following minimum qualifications:

1. Shall be at least 18 years of age.
2. Shall be able to speak, read, write and understand English.
3. Shall be capable of executing the duties and responsibilities as specified in 114.4.
4. Shall be capable of operating a mobile telephone device and/or portable radio.
5. Shall be capable of inspecting all portions of their assigned watch area.

403.11.1.4 Number and Hours. The Fire Code Official shall specify the minimum number of fire watch personnel required and the hours during which they must be present based on the conditions and size of the facility.

403.11.1.5 Duties and Responsibilities. Duties and responsibilities of persons assigned fire watch duties include, but are not limited to the following:

1. To know the address of the facility being watched.
2. To be equipped with a mobile telephone device that can be used to contact 9-1-1 or a portable radio that can be used to communicate with a constantly attended security/communications center.
3. To continuously make rounds and monitor all assigned areas.
4. To immediately report any sign of smoke, fire or other emergency to 9-1-1 or to the security/communications center.
5. To activate the building fire alarm system when the building is equipped with such a system or notify those present to evacuate the building or area.
6. To assist with the evacuation of people present in the area.
7. To keep a fire watch log that, as a minimum, includes the following information:
 - a. Identifies the building or area by name and address that is under watch.
 - b. The date and time each round or tour is completed, plus comments on what was observed. Each entry shall contain the name and signature of the person conducting the watch.
 - c. Fire watch logs shall be immediately accessible for review by the Fire Code Official. A copy of the fire watch log shall be retained by the owner or agent of the facility being protected.
8. To continue the fire watch until permission has been received from the Guadalupe Fire Department to terminate the fire watch activities.
9. Fire watch personnel shall not be assigned additional duties during their fire watch tour.

CHAPTER 5 FIRE SERVICE FEATURES

503 FIRE APPARATUS ACCESS ROADS

503.4.2 Removal of Obstructions. The Fire Code Official shall have the power and authority to remove or cause to be removed, without notice, any vehicle, vessel, or thing parked or placed in violation of any or all sections of this code. The owner of any item so removed shall be responsible for all charges connected therewith.

503.4.3 Cost Recovery. The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of removal and storage of any vehicle, vessel, or thing parked or placed in violation of any or all sections of this code when the City provides the service either through the use of City resources or a contractor.

503.6.1 Electrically Operated Gates. All electrically operated gates which are installed across required fire access roads or pathways shall have a Knox brand access switch installed which will open the gate. The switch shall be installed so it will open the gate and the gate will remain in the open position until re-set by the Fire Department. The gate shall have a manual means of opening in the event of a power failure and shall be accessible from the exterior of the property.

503.6.2 Manually Operated Gates. All manually operated gates installed across required fire access roads or pathways and which are locked shall have a Knox brand padlock installed. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.

505 PREMISES IDENTIFICATION

505.1 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 4 inches in height with a minimum stroke width of 0.5 inch (12.7 mm) for residential occupancies and 6 inches (152 mm) high with a minimum stroke width 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 group 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.

505.1.1 Rear Door Address Numbers. All commercial and industrial buildings with access via an alley or other similar roadways shall have the address number, unit or suite 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). The street

name shall be a minimum of 4 inches in height with a minimum stroke width of 0.5 inch (12.7 mm). Numbers and/or letters of larger size may be required based on the size and design of the building or group of buildings.

505.1.2 Address Directory. All buildings, or groups of buildings served by an alley, private driveway or similar roadway system, shall be provided with an address directory at every entrance to the property. The design of the directory shall be in accordance with standards set forth by the Fire Code Official. The directory shall be maintained by the property owner, Homeowner’s Association, or other individual or group in charge of the property.

506 KEY BOXES

506.1 Where Required. All new commercial occupancies shall have a Knox brand key box installed as directed by the Fire Code Official. Existing commercial occupancies shall install a Knox key box as directed by the Fire Code Official when a Building Permit is obtained for any work. The key box shall contain keys that will allow the Fire Department access to all portions of the building. The keys shall have a tag affixed identifying their purpose.

506.1.1 Locks. All gates or similar barriers across required Fire Department access roads or pathways shall have a Knox brand padlock installed in addition to any lock placed by the property owner or tenant. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.

506.2 Key Box Maintenance. The owner, manager or other person in charge of a property shall notify the Fire Code Official and provide new key(s) when a lock is changed or re-keyed within 5 working days of the change. Upon notification, the Fire Code Official will make arrangements to place the new key(s) in the key box.

506.3 Responsibility. Correction and abatement of violations of section 506.1 and 506.1.1 of this code shall be the responsibility of the owner or owners authorized agent.

507 FIRE PROTECTION WATER SUPPLIES

507.5.4.1 Removal of Obstructions. The Fire Code Official shall have the power and authority to remove or cause to be removed, without notice, posts, fences, vehicles, growth, trash, storage and other materials or objects or thing parked or placed in violation of Section 507.5.4. The owner of any item so removed shall be responsible for all charges connected therewith.

507.5.4.2 Cost Recovery. The Fire Code Official is authorized to initiate any and all actions necessary to recover the costs of removal and storage of any posts, fences, vehicles, growth, trash, storage and other materials or objects or thing parked or placed in violation of Section 507.5.4 when the City provides the service either through the use of City resources or a contractor.

507.5.5 Clear Space Around Hydrants. A 5-foot (1.5 m) clear space shall be maintained around the circumference of fire hydrants except as otherwise approved by the Fire Code Official.

509 FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND ACCESS

509.1 Identification. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the Fire Department. All signage shall be designed and installed in accordance with Guadalupe Fire Department Standards.

509.1.1 Utility Identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be approved by the Fire Code Official, readily visible and shall be maintained.

509.1.2 Sign Maintenance. All signs required by this code shall be maintained in a legible condition and replaced or repaired as required by the Fire Code Official.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

605 FUEL-FIRED APPLIANCES

605.5 Portable Unvented Heaters. The use of portable unvented fuel-fired heating equipment shall be prohibited in all occupancies except where a permit has been issued by the Fire Code Official and the Building Code Official.

Exception: Portable outdoor gas-fired heating appliances shall be allowed in accordance with Section 605.5.2

603 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS

603.8 Temporary Wiring. Temporary wiring for electrical power and lighting installations is allowed for a period not to exceed 90 days upon issuance of a permit by the Fire Code Official and the Building Code Official. Temporary wiring methods shall meet the applicable provisions of the California Electrical Code.

Exception: Temporary wiring for electrical power and lighting installations is allowed during periods of construction, remodeling, repair or demolition of buildings, structures, equipment or similar activities.

606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS

606.3.4.1 Hood Servicing. A certificate of inspection/service shall be forwarded to the Guadalupe Fire Department within 5 working days of completion of the 6-month service, or upon service rendered after

the activation of any fire suppression system. The submission of the certificate of inspection service is the responsibility of the contractor performing the service. The certificate may be a copy of the invoice as long as it has the required information contained therein.

The certificate shall include:

1. The name, address and phone number of the licensed contractor performing the service.
2. The name, address and phone number of the business for whom the service is being done.
3. Date and time of the service.
4. Make, model, and manufacturer of the system.
5. A detailed list of all work completed on the system (clean nozzles, replace links, recharge system).
6. Specific date of the previous service on the system.
7. The cleanliness of the hood and associated appliances.
8. Alterations to the system or appliances that causes the system to be out of compliance with the manufacturer's specifications.

CHAPTER 9 FIRE PROTECTION SYSTEMS

901 GENERAL

901.7 Systems Out of Service. Where a required fire protection system is out of service, the Fire Code Official shall be notified immediately and, where required by the Fire Code Official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. Where utilized, fire watches shall comply with the provisions of Chapter 4, Sections 403.11.1.1, 403.11.1.2, 403.11.1.3, 403.11.1.4 and 403.11.1.5 of this code.

903 AUTOMATIC SPRINKLER SYSTEMS

903.2 Where Required. Approved automatic fire sprinkler systems in new buildings and structures shall be provided in the locations described in this section, regardless of construction type, occupancy separation walls or area separation walls.

903.2.1 Group A. All Group A-1, A-2, A-3, and A-4 occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

903.2.2 Group B Ambulatory Health Care Facilities. An automatic sprinkler system shall be installed throughout the building in all Group B ambulatory health care facility occupancies when either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the level of exit discharge serving such an occupancy.

903.2.2.1 Group B. All Group B occupancies other than those described in Section 903.2.2 shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 5,000 square feet.

903.2.3 Group E. All Group E occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

903.2.4 Group F. All Group F occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 2,500 square feet (233 m²).

903.2.4.1 Woodworking Operations. Refer to section 903.2.4.

903.2.6 Group I. All Group I occupancies shall be equipped with an automatic fire sprinkler system throughout the building.

903.2.7 Group M. All Group M occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 5,000 square feet.

903.2.9 Group S. All Group S occupancies shall be equipped with an automatic fire sprinkler system throughout the building when the gross floor area is more than 2,500 square feet (233 m²).

903.2.22 Speculative Building Defined. Any F, M, or S occupancy required by this code to be equipped with automatic fire sprinklers throughout the building in which the tenant is not identified at the time of application for a building permit shall be considered a speculative building.

903.2.22.1 Speculative Building, Sprinkler System Design. Automatic fire sprinkler systems in speculative buildings as defined in Section 903.2.20 with an interior clear height of 12 feet or less shall have a minimum design of .20 gallons per minute over a 2,500 square foot design area (.20/2500).

903.2.22.2 Speculative Building, Sprinkler System Design. Automatic fire sprinkler systems in speculative buildings as defined in Section 903.2.20 with an interior clear height of more than 12 feet shall be designed as set forth in Section 206.2.2 of this code (High-piled storage).

903.2.23 Additions or alterations. Automatic fire sprinkler system throughout the building shall be provided when:

- a. Additions to existing buildings adds more than 50% of the existing square footage to the structure and results in a total square footage in excess of 1,500 (one thousand five hundred) square feet;
- b. Alterations to Group A, B as described in section 903.2.2. E, F, and S encompass more than 50% of the existing square footage of the structure or is in excess of 1,500 (one thousand five hundred) square feet where there is a change of occupancy to a more hazardous use as determined by the Building Official or Fire Chief;
- c. Alterations to Group B other than those described in Section 903.2.2 and M encompass more than 50 % of the existing square footage of the structure or is in excess of 3,000 (three

thousand) square feet or where there is change of occupancy to a more hazardous use as determined by the Building Official or Fire Chief;

- d. Alterations to Group R encompass more than 50% of the existing square footage of the structure or is in excess of 2,000 (two thousand) square feet or where there is a change of occupancy to a more hazardous use as determined by the Building Official or the Fire Chief;
- e. These requirements will be applicable to the combined square footage of all building permit issued for the address or site within the last five years. Buildings or structures separated by less than ten (10) feet shall be considered as a single building or structure.

904 ALTERNATIVE AUTOMATIC FIRE-EXTINGUISHING SYSTEMS

904.13.6 Wood or Wood Product Fueled Cooking. All commercial-type cooking equipment using wood or wood products as fuel shall be protected by an automatic sprinkler system within the hood and the duct work. The water supply may be provided from the building's fire sprinkler system, or the domestic water supply. The minimum water flow calculation shall be 20 gallons per minute (76 gpm) at 7 psi (.5 bar) for each head. There shall be a separate control valve for the fire sprinkler system protecting the commercial-type cooking equipment.

905 STANDPIPE SYSTEMS

905.13 Fire Hose Requirements. The Fire Code Official may, upon written request of the property owner, waive the requirement for fire hose in conjunction with required standpipe systems.

906 PORTABLE FIRE EXTINGUISHERS

906.3.5 Minimum Fire Extinguisher Rating. The minimum rating for a required fire extinguisher as set forth in this code shall be 2A10BC.

907 FIRE ALARM AND DETECTION SYSTEMS

907.11 False Alarms. The Fire Code Official is authorized to seek cost recovery for a Fire Department response to an alarm system activation which is determined to be a false alarm caused by system malfunction, system misuse or other non-emergency causes.

907.11.1 False Alarm Frequency. The cost recovery fee will be charged for all responses after the second false alarm in a calendar year.

907.11.2 False Alarm Fee. The amount of the cost recovery fee will be as set forth in the City of Guadalupe User Fees Schedule. Additional fees may be charged for extraordinary circumstances.

907.11.3 False Alarm—Legal Action. The Fire Code Official may initiate civil or criminal action as set forth in Guadalupe Municipal Code Chapters 1.10 and 1.11.

912 FIRE DEPARTMENT CONNECTIONS

912.5 Signs. All Fire Department connections, fire sprinkler risers, standpipe 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 fire department connection does not serve the entire building, a sign shall be provided indicating the portion of the building served.

912.5.1 Existing Buildings. All existing buildings equipped with a Fire Department connection, fire sprinkler riser, standpipe connections, and fire pump connections shall have installed, signs as described in Section 912.5 when required by the fire code official.

912.8 Clear Space Makings. A 5-foot (1.5 m) clear space shall be maintained in front the fire department connection 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 section D103.6.4 must be applied.

CHAPTER 10 MEANS OF EGRESS

1013 EXIT SIGNS

1013.7 Floor Level Exit Signs. All buildings, or portions of a building with an occupant load of 50 or more shall be provided with floor level exit signs. The floor level exit signs shall be readily visible from any direction of egress travel. Access to exits shall be marked by readily visible floor level exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Floor level exit sign placement shall be such that no point in a corridor is more than 100 feet (30.5 m) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

1013.7.1 Installation. Floor level exit signs shall be installed so the bottom of the sign is not less than 6 inches (152 mm), nor more than 12 inches (305 mm) above the adjacent grade. The sign shall be installed on the latch side of exit doors and shall be not less than 4 inches from the door opening.

1013.7.2 Floor Level Exit Sign Illumination. All floor level exit signs shall be illuminated as set forth in Sections 1013.3, 1013.5 and 1013.6.

1028 EXIT DISCHARGE

1028.5.1 Access Way Design. Required exits for all buildings shall be provided with an all-weather surface walkway from the exit discharge to a public way or safe dispersal area as defined in Section 1028.5. The minimum design for the all-weather surface walkway shall be:

1. 48 inches in width (1.2 m) (Greater width may be required based on building occupant load)
2. 84 inches clear overhead (2.5 m)
3. Asphalt or concrete material

1030 ASSEMBLY

1030.18 Bench Seating. Where bench seating is used, the number of persons for exiting design shall be based on one person for each 18 inches (457 mm) of length of the bench. For occupant load and seat assignment, the number of persons shall be based on one person for each 24 inches (610 mm) of length of the bench. Fractional measurements shall be rounded down to the next lowest occupant number.

CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS

1104 MEANS OF EGRESS FOR EXISTING BUILDINGS

1104.3.1 Floor Level Exit Signs. All existing buildings with an occupant load of more than 50 persons shall provide floor level exit signs as set forth in Sections 1013.7, 1013.7.1 and 1013.7.2 when the owner or the owner's agent applies for a building permit to perform work with a value in excess of \$10,000.00.

1104.26 Access Way Design. All existing buildings shall provide an all-weather surface walkway from the exit discharge to a public way or safe dispersal area as defined in Section 1028.5 when the owner or the owner's agent applies for a building permit to perform work with a value in excess of \$10,000.00. The minimum design for the all-weather surface walkway shall be:

1. 48 inches in width (1.2 m) (greater width may be required based on building occupant load).
2. 84 inches clear overhead (2.5 m).
3. Asphalt or concrete material.

CHAPTER 23 MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES

2306 FLAMMABLE AND COMBUSTIBLE LIQUID MOTOR FUEL-DISPENSING FACILITIES

2306.2.3.1 Fire Protection. All above-ground storage tanks for Class I, II, IIIA, and IIIB liquids shall be protected by an automatic water spray system designed and installed in accordance with NFPA Standard #15. The system shall be activated by a manual pull station and heat detectors proportionally spaced around the tank within the containment area.

Exception: Above-ground storage tanks with a fire resistance rating of 2 hours or more.

2306.2.3.2 Conditional Use Permit. Storage of Class I, II, IIIA, or IIIB liquids in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

2306.2.3.3 Operational Permit. An annual operational permit is required as set forth in section 105.1.6, 105.5.18, and 105.5.33.

2306.4 Physical Protection. Guard posts complying with Section 312 or other approved means shall be provided to protect above-ground tanks against impact by a motor vehicle.

2306.5.1 Identification Placard for Above-ground Tanks. All above-ground tanks containing Class I, II, IIIA, or IIIB liquids shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

2307 LIQUEFIED PETROLEUM GAS MOTOR FUEL-DISPENSING FACILITIES

2307.1.1 Conditional Use Permit. Storage, dispensing and use of liquefied petroleum gas in above-ground tanks exceeding 450 gallons is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

2307.1.2 Identification Placard for Above-ground Tanks. All above-ground tanks containing liquefied petroleum gas exceeding 450 gallons shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

2307.1.3 Operational Permit. An annual operational permit is required as set forth in section 105.1.6, 105.5.28, and 105.5.33.

2308 COMPRESSED NATURAL GAS MOTOR FUEL-DISPENSING FACILITIES

2308.1.1 Conditional Use Permit. Storage, dispensing and use of compressed natural gas in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

2308.1.2 Identification Placard for Above-ground Tanks. All above-ground tanks containing compressed natural gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

2308.1.3 Operational Permit. An annual operational permit is required as set forth in section 105.1.6 and 105.5.33.

2309 HYDROGEN MOTOR FUEL-DISPENSING AND GENERATION FACILITIES

2309.1.1 Conditional Use Permit. Storage, dispensing, generation, and use of hydrogen gas in above-ground tanks is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

2309.1.2 Identification Placard for Above-ground Tanks. All above-ground tanks containing hydrogen gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

2309.1.3 Operational Permit. An annual operational permit is required as set forth in section 105.1.6 and 105.5.33.

CHAPTER 31 TENTS AND OTHER MEMBRANE STRUCTURES

3103 TEMPORARY TENTS AND MEMBRANE STRUCTURES

3103.2 Approval Required. Tents and membrane structures having an area in excess of 400 square feet (37 m²) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Fire Code Official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.

3103.4 Permit. An operational permit is required as set forth in section 105.5 and 105.6 prior to occupation.

CHAPTER 32 HIGH PILED COMBUSTIBLE STORAGE

3206 GENERAL FIRE PROTECTION AND LIFE SAFETY FEATURES

3206.2.2 Speculative Building. Group F, M, and S speculative buildings as defined in Section 903.2.22 having an interior clear height greater than 12 feet where high piled storage may accrue shall comply with this chapter. The storage height shall be determined by subtracting 48 inches from the highest point of the roof above each system for ESFR and 30 inches from the highest point of the roof above each system for area density applications.

3206.2.3 Minimum Sprinkler Design Requirements for Speculative Buildings. The design of the automatic sprinkler system for speculative buildings as defined in Sections 903.2.22.2 And 3206.2.2 shall be based on storage of a cartooned Class A non-expanded plastic to the available storage height. The storage height shall be determined by subtracting 48 inches from the highest point of the roof above each system for ESFR and 30 inches for area density applications.

CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

3304 TEMPORARY HEATING EQUIPMENT

3304.1.1 Temporary Heating Equipment. The use of temporary fuel-fired heating equipment shall be prohibited in all occupancies except where a permit has been issued by the Fire Code Official and Building Code Official.

3305 PRECAUTIONS AGAINST FIRE

3305.5 Fire Watch. When required by the Fire Code Official for building demolition that is hazardous in nature, qualified personnel shall be provided as an on-site fire watch. The Fire Watch shall meet the requirements set forth in Chapter 4, 403.11.1.1, 403.11.1.2, 403.11.1.3, 403.11.1.4 and 403.11.1.5 of this code

3311 ACCESS FOR FIRE FIGHTING

3311.1.1 Inspection. The Fire Code Official shall inspect and approve the Fire Department access prior to the issuance of a building permit.

3312 MEANS OF EGRESS

3312.3 Temporary Exit Signage. All buildings under construction or undergoing demolition shall be provided with temporary exit signage when any one or more of the following conditions are present:

1. The building is 2 or more stories in height.
2. The building is 10,000 square feet or larger.
3. When in the opinion of the Fire Code Official, exit signage is necessary due to the design of the building or other unusual circumstances are present.

The location and design of the exit signs shall be determined by the Fire Code Official.

3313 WATER SUPPLY FOR FIRE PROTECTION

3313.1.1 Inspection. The Fire Code Official shall inspect and approve the water system prior to the delivery of combustible materials at the job site.

3316 PORTABLE FIRE EXTINGUISHERS

3316.1 Where Required. Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with Section 906 and sized for not less than ordinary hazard as follows:

1. At each stairway on all floor levels where combustible materials have accumulated.
2. In every storage and construction shed.
3. Throughout the building under construction in sufficient quantity so travel distance does not exceed 75 feet (23 m).
4. The minimum rating for fire extinguishers shall be 2A10BC.
5. 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.

CHAPTER 56 EXPLOSIVES AND FIREWORKS

5605 MANUFACTURE, ASSEMBLY AND TESTING OF EXPLOSIVES, EXPLOSIVE MATERIALS AND FIREWORKS

5605.1.2 Manufacturing of Fireworks and Pyrotechnic Special Effects Materials. The manufacturing of fireworks is prohibited except when licensed by the California State Fire Marshal and permitted by the Guadalupe Fire Department. For the purpose of this chapter, the altering of any firework from its original design shall be considered manufacturing.

5607 BLASTING

5607.1.1 Storage and Use of Explosives and Blasting Agents. The storage of explosive and blasting agents is prohibited in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect, except for temporary storage for use in connection with approved blasting operations provided a permit has been issued by the City for the temporary use. However, this prohibition shall not apply to wholesale and retail stock of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive actuation power tools in quantities involving less than 500 pounds of explosive material.

5608 FIREWORKS DISPLAY

5608.1.2 Displays. Permits issued by the Guadalupe Fire Department are required to conduct any fireworks display. Permit application to the City shall be made not less than 15 work days prior to the scheduled date of the display. At the time of permit application, the Fire Chief shall be consulted regarding the requirements for standby fire apparatus.

5614 FIREWORKS SALES

5614.1 Safe and Sane Fireworks. The manufacture, display, sales, storage, possession, use and handling of safe and sane fireworks shall be in accordance with the California Code of Regulations and this chapter. Safe and sane fireworks are those fireworks as defined by Section 12529 of the California Health and Safety Code.

5614.2 Date and Hours of Sale and Use. Safe and sane fireworks may be sold during the period beginning at twelve noon (12:00 p.m.) on the 28th day of June and ending at eleven fifty-nine (11:59 p.m.) on the 4th day of July each year pursuant to the provisions of Section 12599, California Health and Safety Code. Daily opening and closing hours of each fireworks stand are optional as long as they fall within the times specified above. Safe and sane fireworks, as defined by Section 12529 of the California Health and Safety Code, may only be used between the hours of 11:00 a.m. and 11:59 p.m. on the 4th of July.

5614.2.1 License—Required. No person or organization shall possess, use, sell or offer for sale any fireworks of any kind without having applied for and received a license issued by the California State Fire Marshal’s Office, as provided for in Section 12688, California Health and Safety Code.

5614.2.2 Permit—Required. No person or organization shall possess, use, sell or offer for sale any fireworks of any kind without having applied for and received a permit from the Guadalupe Fire Department.

5614.2.3 Permit—Issuance. No permits for sale of safe and sane fireworks will be issued to any person, firm or corporation except those nonprofit associations or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. Proof of nonprofit status may be required.

Each organization must have its principal and primary meeting place within the corporate city limits of the City of Guadalupe. No organization may receive more than one permit for one location for the sale of safe and sane fireworks during any one calendar year.

- a. The maximum number of permits that will be issued pursuant to this article shall not exceed one permit for each 6,000 residents of the City, or fraction thereof, based on the official City census.
- b. If the number of applications exceeds the number of permits to be issued, the permittees during the preceding year shall have first priority for the available permits. Those organizations applying that are beyond the maximum number of permits issued may be put on a waiting list maintained by the Guadalupe Fire Department, if they so request.

EXCEPTIONS: Any prior permittee who fails to operate and any prior permittee who violates any rule, ordinance, regulation, or law while operating a fireworks stand in any one year shall be deemed to have withdrawn from the fireworks sale program. Applicants who are deemed to have withdrawn from the program may apply in writing to the Fire Chief for reinstatement. Prior permit holders may be returned to the program on the waiting list upon demonstrating that failure to timely submit was due to excusable negligence and the applicant otherwise meets the qualifications of this code.

5614.2.4 Permit Application. All applicants for a permit to sell fireworks shall:

1. Furnish the Guadalupe Fire Department a list of names of the organizations and the name, address, and phone number of the individual in each organization who is responsible for the retail sales of the fireworks. This list will be used to send the appropriate letters and application forms to the current list of permit applicants. The list shall be in the possession of the Guadalupe Fire Department no later than May 15th of each year so the appropriate letter and forms may be sent to the permit applicants in a timely fashion.
2. Submit a written application to sell fireworks on the form provided by the City.
3. Submit a copy of a certificate of insurance in the amount of \$1,000,000.00 for public liability and property damage, indicating riders attached to the policy designating the City of Guadalupe as an additional insured.
4. Submit a “letter of permission” signed by the property owner or their authorized agent permitting the organization to erect a fireworks stand on the owner’s property.

5. Complete and submit all required paperwork to the Guadalupe Fire Department on or before June 5th for sales to commence during the period June 28th to July 4th of the same year. Failure to submit a complete application package by June 5th shall be deemed a withdrawal from the fireworks sale program. Applicants who are deemed to have withdrawn from the program may apply in writing to the Fire Chief for reinstatement. The applicant may be returned to the program on the waiting list upon demonstrating that failure to timely submit was due to excusable negligence and the applicant otherwise meets the qualifications of this code.

5614.2.5 Fireworks Stand Construction. Sales of safe and sane fireworks shall only be from temporary fireworks stands. Sale from any other building or structure is prohibited. Temporary fireworks stands shall be subject to the following conditions:

1. No stand shall be located within 25 feet (7.4 m) of a building or within 100 feet (31 m) of any flammable or combustible liquid or flammable gas dispensing or storage operation.
2. Fireworks stands need not comply with the Building Code. All stands must be constructed and erected in a manner that will reasonably ensure the safety of the attendants and customers. The stands are subject to inspection by the Guadalupe Fire Department at any time and decisions as to the reasonableness of safety and construction of the stand will be determined through these inspections.
3. Fireworks stands need not obtain a conditional use permit.
4. All fireworks stands shall be erected only on commercial or industrial zoned property within the city limits of Guadalupe. No fireworks stand shall be constructed or erected on residentially zoned property.
5. Stand locations shall be approved by the Fire Department prior to construction.
6. Permittees must provide a "letter of permission" from the property owner or their authorized agent approving the use of the property for fireworks sale.
7. Fireworks stands in excess of 24 feet (7.3 m) in length shall have a minimum of 2 exits.

5614.2.6 Fireworks Stand Operation. No person shall be paid any consideration for erecting, constructing, dismantling or operating a fireworks stand.

1. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at a stand. This includes constructing, erecting, or dismantling a fireworks stand.
2. While occupied, all fireworks stands shall have a minimum of one 2A rated water pressure fire extinguisher with a current service tag within the stand. The pressurized water type of fire extinguisher shall not be substituted with any other type.
3. All weeds, trash and other combustible debris shall be cleared for a distance of at least 25 feet (7.4 m) from the stand in all directions.
4. Doors of the stands shall not be locked on the outside. The door may be provided with a latch on the inside, provided it does not cause undue delay to anyone exiting in an emergency.
5. The interior of the stand shall be maintained in such a manner as to provide a clear pathway from any point inside to an exit at all times.

6. All electrical power to the stands shall be installed and maintained in a safe manner. Generators and their fuel shall be stored and operated a minimum of 25 feet (7.4 m) from the stand.
7. No heating appliance shall be permitted inside of a stand or within 25 feet (7.4 m) of a stand.
8. No motor vehicle shall be parked within 25 feet (7.4 m) of a stand.
Exception: Vehicles operated by a permitted organization to pick up or deliver fireworks may be parked within 25 feet (7.4 m) of a stand.
9. All fireworks stands shall be completely emptied of fireworks and the fireworks shall be transported to the central storage facility when the stand is not open for business.
10. No person shall sleep or otherwise occupy a fireworks stand in lieu of removing the fireworks from the stand when not open for business.
11. The temporary fireworks stand will be dismantled and removed from its location not later than the Sunday of the weekend following the 4th of July of each year. It shall be the responsibility of the permittee to remove the stand. If the removal of the stand is not accomplished by this deadline, the City of Guadalupe shall remove and store it until it is redeemed by the payment of appropriate fees and interest thereon, if applicable due to the passage of time before payment is received, for its removal and storage.

5614.2.7 Fireworks Storage, Transportation and Delivery. Storage, transportation and delivery of fireworks shall be in accordance with this chapter.

1. Fireworks storage is authorized in only 2 locations: at the fireworks stands when open for business or at the City-approved centralized storage facility.
2. Fireworks wholesale distributors are responsible for obtaining an approved central storage facility. A Fire Department permit is required for the central storage facility.
3. The central storage facility shall be located only in commercial or industrial zoned areas ~~only~~. The central storage facility shall not be located on residentially zoned properties.
4. Fireworks stored in the central storage facility shall be outside of a building. Fireworks shall not be stored within a building.
5. The City of Guadalupe shall not be responsible for any costs or liabilities associated with the central storage facility.
6. The central storage facility shall be enclosed by a fence not less than 6 feet (1.9 m) in height on all sides.
 - a. Vehicles, trailers, or storage containers shall be placed within the storage facility so that there is a minimum distance of 20 feet (6.1 m) from the perimeter fence.
 - b. Vehicles, trailers, and storage containers shall be kept locked at all times except when fireworks are being loaded and unloaded.
 - c. The central storage facility shall be approved by the Chief of Police.
 - d. "No Smoking" signs shall be posted on the perimeter fence and at the entrance to the central storage facility. Signs on the perimeter fencing shall be placed every 30 feet (9.1 m).
7. Fireworks shall be transported directly from the central storage facility to the fireworks stands with no stops in between. Transportation shall be by wholesalers or permittees only.
8. The Fire Chief may impose additional conditions as deemed appropriate.

5614.2.8 Violations. Violations of any provision of this chapter shall be a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000.00, or by imprisonment in the County jail for a period not exceeding 180 calendar days, or both such fine and imprisonment. An administrative citation may also be issued as set forth in Chapters 1.10 and 1.11 of the Guadalupe Municipal Code. The fine for an administrative citation shall not exceed \$1,000.00 per violation, per day.

CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

5701 GENERAL

5701.6 Locations Where Above-ground Tanks Are Prohibited. Storage of Class I, II, IIIA, or IIIB liquids in above-ground tanks outside of buildings is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

5701.7 Identification Placard for Above-ground Tanks. All above-ground tanks containing Class I, II, IIIA, or IIIB liquids shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

CHAPTER 58 FLAMMABLE GASES

5801 GENERAL

5801.3 Conditional Use Permit. The storage, use, and dispensing of flammable gases in above-ground containers exceeding 450 gallons is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

5801.4 Identification Placard for Above-ground Tanks. All above-ground tanks containing flammable gases shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

CHAPTER 61 LIQUEFIED PETROLEUM GASES

6101 GENERAL

6101.3 Construction Documents. Where a single LP-gas container is more than 450 gallons (1,704 L) in water capacity or the aggregate water capacity of LP-gas containers is more than 1,000 gallons (3,786 L), the installer shall submit construction documents for such installation.

6104 LOCATION OF LP-GAS CONTAINERS

6104.5 Conditional Use Permit. The storage, use, and dispensing of liquefied petroleum gas in above-ground containers exceeding 450 gallons (1,704 L) is not permitted in all areas of the City, except those zoning districts where the use is permitted subject to approval of a conditional use permit and a valid conditional use permit is in effect.

6104.5.1 Identification Placard for Above-ground Tanks. All above-ground tanks containing more than 450 gallons (1,704 L) of liquefied petroleum gas shall have an identification placard permanently affixed to it. The identification placard shall have the following information:

- a. Tank owner's name.
- b. Physical address of the tank installation.
- c. Product contained in tank.
- d. Tank capacity.

15.08.030 California Fire Code Appendices adopted.

The following Appendices of the California Fire Code, 2022 edition, as published by the State of California, and subsequent editions as adopted by the State of California, are adopted by reference subject to the additions, deletions, and amendments set forth in this chapter.

Appendix 'A' "Board of Appeals" is adopted in its entirety with the following additions and amendments:

SECTION A 101 GENERAL

A101.1 Scope. A Board of Appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of the California Fire Code as adopted and amended by the City of Guadalupe pursuant to the provisions of Section 108 of the California Fire Code. The Board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the Fire Code Official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

A101.3 Membership of Board. The membership of the board shall consist of 3 voting members having the qualifications established by this section. Members shall be nominated by the Fire Chief, subject to confirmation by a majority vote of the City Council.

A101.3.1 Appeals Board Members. The Board of Appeals may be comprised of any combination of the following, but must have at least one general industry or businessperson as described in subsection A101.3.1.5 of this section.

A101.3.1.1 Design Professional. Practicing design professional registered in the practice of engineering or architecture in the State of California.

A101.3.1.2 Fire Protection Engineering Professional. Qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.

A101.3.1.3 Industrial Safety Professional. Registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced in chemical process safety or industrial safety.

A101.3.1.4 General Contractor. Contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.

A101.3.1.5 General Industry or Business Representative. Representative of business or industry not represented by a member from one of the other categories of Board members described above.

A101.3.1.6 Terms of Office. Members are volunteers and shall serve without remuneration or compensation and shall serve at the pleasure of the City Council.

Appendix B, Fire-Flow Requirements for Buildings, is adopted in its entirety.

Appendix C, Fire Hydrant Number and Distribution, is adopted in its entirety, except Table C102.1 is replaced with the following table:

**TABLE C102.1
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS**

FIRE-FLOW REQUIREMENT (GPM)	MINIMUM NUMBER OF HYDRANTS	HYDRANT SPACING ^{a, b} (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT
1,750 or less	1	400	200
2,000 to 2,250	2	400	200
2,500	3	400	200
3,000	3	400	200
3,500 to 4,000	4	350	200
4,500 to 5,000	5	300	150
5,500	6	300	150

6,000	6	250	150
6,500 to 7,000	7	250	150
7,500 or more	8 or more ^c	200	125

- a. Where streets are provided with median dividers which can be crossed by firefighters pulling hose lines, or where arterial streets are provided with 4 or more traffic lanes and have a traffic count of 30,000 vehicles per day, hydrant spacing shall average 350 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 300 feet for higher flow requirements.
- b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 600 feet for transportation hazards.
- c. One hydrant for each 1,000 gallons per minute or fraction thereof. Flow requirements will be rounded up to the next highest 1,000 gallon per minute increment.

Appendix ‘D’ “Fire Apparatus Access Roads” is adopted in its entirety. With the following additions.

D103.6.3 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.

D103.6.4 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. 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.

Appendix ‘E’ “Hazard Categories” is adopted in its entirety.

Appendix ‘F’ “Hazard Ranking” is adopted in its entirety.

Appendix ‘G’ “Cryogenic Fluids – Weight and Volume Equivalents” is adopted in its entirety.

Appendix ‘I’ “Fire Protection Systems – Noncompliant Conditions” is adopted in its entirety.

Appendix ‘K’ “Construction Requirements for Existing Ambulatory Care Facilities” is adopted in its entirety.

Appendix ‘N’ “Indoor Trade Shows and Exhibitions” is adopted in its entirety.

Section 4. Publication and Effective Date. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be posted in three publicly accessible locations in the City. This ordinance shall go into effect and be in full force and effect at 12:01 a.m. on January 1, 2023.

Section 5. Savings and Interpretation Clause. This ordinance shall not be interpreted in any manner to conflict with controlling provisions of state law, including, without limitation, the Government Code of the State of California. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. If this ordinance, or any section, subsection or clause of this ordinance shall be deemed unconstitutional or invalid as applied to a particular appeal, the validity of this ordinance and its sections, subsections and clauses in regards to other contracts, shall not be affected.

INTRODUCED at a regular meeting of the City Council held this 8th day of November 2022, by the following vote:

MOTION: EUGENE COSTA JR. / LILIANA CARDENAS

AYES: 5 Councilmembers: Ramirez, Cardenas, Julian, Robles, Costa Jr.

NOES: 0

ABSENT: 0

ABSTAINED: 0

PASSED AND ADOPTED at a regular meeting of the City Council held this 22nd day of November 2022, by the following vote:

MOTION

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS IS TO FORM:

Philip F. Sinco, City Attorney



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022

Shannon Sweeney

Todd Bodem

Prepared by:
Shannon Sweeney
Public Works Director/City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Adoption of a Resolution approving budget amendment and time extension for design services for the Highway 1 and Pioneer Lift Station replacement projects.

RECOMMENDATION:

That the City Council adopt Resolution No. 2022-101 approving budget amendment and time extension for design services for the Highway 1 and Pioneer Lift Station replacement projects and authorizing the Mayor to sign Amendment No. 2 to the agreement between the City and Michael K. Nunley and Associates.

BACKGROUND:

Highway 1 Lift Station Replacement, Pioneer Lift Station Replacement, and the sewer trunk main replacement were identified as necessary in the 2014 Wastewater Master Plan. The original agreement for preconstruction work on the Highway 1 and Pioneer Lift Stations and sewer line replacement was awarded to Michael K. Nunley and Associates (MKN) on July 26, 2016, as part of Resolution No. 2016-53. This agreement authorized \$219,710.00 for this work, and allowed the City Administrator to authorize any necessary, unanticipated amendments to the agreement up to a total cost of \$250,000.00. The initial pre-construction design work was completed using funds from the Integrated Regional Water Management Program (IRWMP) Disadvantaged Communities (DACI) planning grant. Those grant funds have been expended. On April 27, 2022, the City Administrator authorized expenditures up to \$250,000.00 and extended the term of the agreement to July 2023. \$248,698.07 has been spent to date, leaving only \$1,301.93 available for the design services for these two remaining projects.

Trunk Main Replacement Project

In mid-2022, the trunk main project was completed. MKN assisted City staff throughout construction of this project, including submittal review and sewer line realignments when unanticipated underground conditions were discovered during construction. The teamwork exhibited by the construction contractor, inspector, MKN, and City staff resulted in a highly successful, albeit complicated, project involving replacement of a sewer line carrying over three-quarters of the City's wastewater flow.

Highway 1 Lift Station Replacement Project

The City submitted an encroachment permit application to Caltrans for the Highway 1 Lift Station Replacement Project in March 2022. The submittal package included the original plans for this project.

Caltrans issued multiple comment letters which involved adjustment to the original plans to meet Caltrans requirements. MKN was instrumental in helping City staff respond to Caltrans comments and update the plans. Caltrans issued the encroachment permit for this project on October 21, 2022. This project is scheduled to go out to bid for construction once the plans, specifications, and bid documents are finalized to address some minor outstanding items. This project is in the fiscal year 22 – 23 budget. It is crucial to complete the design for the Highway 1 Lift Station as soon as possible so the construction phase can commence.

Pioneer Lift Station Replacement Project

This project is not currently budgeted in the fiscal year 22 – 23 budget but was considered in the Utility Rate Study. The City has applied for \$990,000.00 in Proposition 1, Round 2 funding for this project. This project also encroaches on Caltrans right-of-way and requires an encroachment permit. Given the time needed to obtain the Highway 1 Lift Station encroachment permit, City staff would like to submit this encroachment permit application for the Pioneer Lift Station project as soon as possible so that construction may proceed once funding is available. City staff anticipate needing MKN's assistance in working through the encroachment permit process. The design services for the Pioneer Lift Station need to continue during the application process for the \$990,000.00 in funding for construction so that this project will not be delayed once funding is obtained.

DISCUSSION:

These lift station projects are highly complex, involving multiple engineering disciplines including civil, mechanical, and electrical. In addition, both encroach on Caltrans right-of-way, requiring Caltrans encroachment permits, and must remain operational during construction. Failure to proceed on these projects without the benefit of outside expertise could lead to costly change orders or delays. MKN has unique knowledge on these projects and maintaining their presence will provide continuity towards successful completion of these projects.

FISCAL IMPACT:

The wastewater fund has \$403,836.11 as of September 30, 2022, that may be used for professional services. The design engineer has estimated that an additional \$68,292.00 is needed to complete design services for these two projects, and there are sufficient funds in the wastewater fund to cover this amount.

ATTACHMENTS:

1. Resolution No. 2022-101 budget and time extensions for design services for the Highway 1 and Pioneer Lift Station replacement projects
2. Amendment 2 – Michael K. Nunley and Associates

RESOLUTION NO. 2022-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING BUDGET AMENDMENT AND TIME EXTENSION TO MICHAEL K. NUNLEY AND ASSOCIATES
FOR HIGHWAY 1 AND PIONEER LIFT STATIONS DESIGN SERVICES**

WHEREAS, the 2014 Wastewater Master Plan identified the need to replace over 3,000 feet of sewer trunk main, Highway 1 Lift Station, and Pioneer Lift Station; and

WHEREAS, the original agreement for design services for these projects between the City and Michael K. Nunley and Associates (MKN), approved in Resolution No. 2016-53 for \$250,000.00 (Agreement), also delegated to the City Administrator the authority for up to an additional 15% if necessary; and

WHEREAS, additional amounts within this 15% authority were required for the consultant's services and an Amendment to the Agreement (Amendment No. 1) was entered into on April 27, 2022, but the additional funds authorized are nearly expended, with only \$1,301.93 remaining; and

WHEREAS, the sewer trunk main project construction is complete, and the design engineer estimates an additional \$68,292.00 is needed to complete the design services for the two lift stations; and

WHEREAS, a budget amendment and time extension of the existing agreement with MKN will provide the continuity needed to ensure successful completion of these highly complex projects.

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

SECTION 1. Amendment No. 2 to the Agreement for Consulting Services Between the City of Guadalupe and Michael K. Nunley and Associates, attached to the staff report for this item, is hereby approved.

SECTION 2. The Mayor is authorized to sign Amendment No. 2 to the Agreement with Michael K. Nunley and Associates on behalf of the City in the amount of \$68,292.00 and extending the term of the Agreement to December 31, 2023.

SECTION 3. The City Administrator is authorized to approve up to 15% of the estimated cost, if deemed necessary.

SECTION 4. 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 22nd day of November 2022 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. 2022-101**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, 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

**AMENDMENT NO. 2
TO
AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY AND ASSOCIATES**

This Amendment No. 2 to the Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley and Associates (the "Agreement") is made and entered into this 22nd day of November 2022, by and between the City of Guadalupe, a municipal corporation ("City") and Michael K. Nunley and Associates ("Consultant").

WHEREAS, City and Consultant entered into an Agreement on July 26, 2016, after City Council approval; and

WHEREAS, the Agreement was amended on April 27, 2022, to extend the time and adjust the budget, which amendment was entered into by the City Administrator since the budget adjustment was within the amount authorized by the City Council and delegated to the City Administrator when the original agreement was approved by the Council (Amendment No. 1); and

WHEREAS, the Highway 1 Lift Station project portion of the Agreement has not been completed, in part, due to Caltrans' comments made in connection with the required encroachment permit, necessitating adjustments to the original plans to meet Caltrans' requirements; and

WHEREAS, design of the Pioneer Lift Station project has also not been completed; and

WHEREAS, the City is satisfied with the performance of Consultant and requires Consultant's continued services; and

WHEREAS, additional funds are required to pay Consultant for these continued services that are above the authorized amounts in the Agreement and Amendment No. 1; and

WHEREAS, the City now wishes to further extend the term of the Agreement to permit Consultant to complete the work required under the Agreement and adjust the budget for the remaining work in an estimate amount of \$68,290.00.

NOW, THEREFORE, in consideration of the foregoing recitals and in mutual consideration of the covenants and conditions set forth in the Agreement, the parties agree as follows:

All of the terms and conditions of the original Agreement and Amendment to the Agreement remain the same, except as follows:

1. Section 1. Term of Agreement. Subject to the provisions of Section 18 (Termination of Agreement) of this Agreement, the term of this Agreement is extended until December 21, 2023.
2. Section 2. Scope of Services. Consultant agrees to perform the services set forth in new Exhibits A-1 and A-2 (Scope of Services) attached hereto and made a part of the Agreement.
3. 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 new Exhibits B-1 and B-2 (Compensation) attached hereto and made a part of the Agreement.

CITY:

CONSULTANT:

CITY OF GUADALUPE

MICHAEL K. NUNLEY AND ASSOCIATES

By: _____
Ariston D. Julian, Mayor

By: Eileen Shields
Eileen Shields, PE, Principal Engineer

APPROVED AS TO FORM:

Philip Sinco, City Attorney



MKN & Associates, Inc.
 P O Box 1604
 Arroyo Grande CA 93421
 805 904 6530

November 7, 2022

Shannon Sweeney, PE
 Public Works Director/Engineer
 City of Guadalupe
 (Submitted Electronically)

RE: Proposal for Engineering Services During Construction- Highway 1 Lift Station Replacement Project

Dear Shannon,

PROJECT UNDERSTANDING

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide this proposal for Engineering Services During Construction (ESDC) of the Highway 1 Lift Station Replacement Project.

The following scope of work outlines the proposed project tasks.

SCOPE OF WORK

Task Group 1- Final Construction Documents

MKN completed Draft Final Plans and Specifications (95%) for the Highway 1 Lift Station located on Guadalupe Street (Highway 1) in October of 2018. Since this time MKN has been working with the City to make revisions to the plans and specifications to address Caltrans encroachment permit comments/requirements. Prior to issuing final construction documents, MKN will update the plans and specifications to address requested revisions to the screening of the lift station, landscaping, and fence limits. In addition, the electrical plan and specifications will be updated to current standards/codes. Specified products will be checked to confirm current model numbers and availability. PGE will also be contacted to re-verify service application requirements and approach.

Task Group 2- Engineering Services During Construction

The following engineering services during construction will be provided. Assumptions are included as the basis for the budget.

2.1 Pre-Construction and Progress Meetings

MKN will attend meetings as requested with the City and the Contractor to review the project status, discuss schedule and project requirements, and establish lines of communication. Our budget assumes up to three (3) meetings.

2.2 Submittal Review

MKN will review technical submittals forwarded by the City and provide responses in a timely manner. For budgeting purposes, we have assumed MKN staff will provide up to thirty (30) hours of submittal review. Our subconsultant, IRJ Engineers, will review electrical submittals.

2.3 Respond to RFIs

MKN will respond to Requests for Information (RFIs) from the Contractor forwarded by the City. For budgeting purposes, we have assumed up to eight (8) RFIs. Our subconsultant, IRJ Engineers, will review electrical RFIs.

2.4 Respond to Requests for Change Orders

As directed by the City, MKN will review proposed change orders submitted by the Contractor or requested by the City. MKN's review will include the potential impacts on the project schedule and budget and will include recommendations to address the proposed changes. Our budget assumes up to two (2) Change Orders.

2.5 Engineer's Observation of Work in Progress

MKN will perform technical field observation at the City's request to review work progress for general conformance with the plans and specifications. For budgeting purposes, we have assumed MKN staff will provide up to twelve (12) hours of observation. Our subconsultant, IRJ Engineers, will provide up to two site visits during construction.

2.6 Lift Station Startup Support

For the Effluent Pump Station Project, MKN will be present onsite during startup of the pumps and control systems to assist in addressing issues, and to evaluate the startup program's conformance with the contract requirements. For budgeting purposes we have assumed MKN staff will be onsite for one (1) 8-hour day during startup.

2.7 Record Drawings

MKN will prepare a final set of record drawings based on the Contractor's redlines. It is assumed the City and/or the project Construction Manager will review the Contractor's redlines for completeness and accuracy based on the work performed. Record drawings will be provided to the City as a pdf and CAD file of the drawings.

ASSUMPTIONS

- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through Client and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through Client, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.
- City will be managing and distributing submittals and RFIs for review.
- City will review Contractor's redlines for completeness and accuracy.

BUDGET AND SCHEDULE

If approved to perform this work, MKN will proceed on a time and materials basis with a budget not to exceed \$32,510. Overall level of effort for ESDC can vary greatly. If additional effort beyond our assumed budget is necessary, MKN will alert the City promptly with a recommendation on how to proceed.

The project will be invoiced monthly according to the attached standard rate sheet.

Record drawings will be prepared within three weeks following receipt of Contractor's as-built drawings.

Shannon Sweeney, PE
Page 3

We hope this proposed scope meets your expectations. We are happy to answer any questions you have and look forward to working with you.

Sincerely,



J.J. Reichmuth, PE

Attachments:

Budget Spreadsheet
Standard Fee Schedule



MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

November 7, 2022

Shannon Sweeney, PE
Public Works Director/Engineer
City of Guadalupe
(Submitted Electronically)

RE: Proposal for Final Construction Documents and Engineering Services During Construction- Pioneer Lift Station Replacement Project

Dear Shannon,

PROJECT UNDERSTANDING

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide this proposal for providing final Construction Documents and providing Engineering Services During Construction (ESDC) of the Pioneer Lift Station Replacement Project.

The following scope of work outlines the proposed project tasks.

SCOPE OF WORK

Task Group 1- Final Construction Documents

MKN completed Draft Final Plans and Specifications (95%) for the Pioneer Lift Station located at the intersection of Pioneer Street and 8th Street in October of 2018. Since this time MKN has been working with the City making minor revisions to the plans and specifications to address initial Caltrans encroachment permit comments/requirements. Additional tasks required prior to issuing final construction documents are outlined below.

1.1 Caltrans Encroachment Permit Plans

An initial Caltrans encroachment permit request was submitted by the City in early 2020 for work to be performed within Highway 1 associated with the Pioneer and Highway 1 lift station projects. Initial comments were received (February 2020) and responses were provided to the City. Subsequently the City focused efforts to obtain an encroachment permit for only the Highway 1 Lift Station.

The City is now interested in finalizing the Pioneer Lift Station Construction Plans so that the project can be placed out to bid following the Highway 1 Lift Station bidding. A Caltrans encroachment permit is still required for the project and revisions to the plans and specifications will be needed to obtain the approved permit. MKN has estimated an initial submittal including applicable plan revisions made during the Highway 1 Lift Station approval process and two subsequent plan revisions to address Caltrans comments. It is assumed the City will prepare permit response letters and will send the response package (letter and plans) to Caltrans.

1.2 Electrical Plans and Specifications Update

Our subconsultant, IRJ Engineers, will update previously prepared electrical drawings and specifications to include current code references, update specified product model numbers for currently available models and will contact PGE to re-coordinate procedures and requirements for changes to the existing electrical service.

Task Group 2- Engineering Services During Construction

The following engineering services during construction will be provided. Assumptions are included as the basis for the budget.

2.1 Pre-Construction and Progress Meetings

MKN will attend meetings as requested with the City and the Contractor to review the project status, discuss schedule and project requirements, and establish lines of communication. Our budget assumes up to three (3) meetings.

2.2 Submittal Review

MKN will review technical submittals forwarded by the City and provide responses in a timely manner. For budgeting purposes, we have assumed MKN staff will provide up to thirty (30) hours of submittal review. Our subconsultant, IRJ Engineers, will review electrical submittals.

2.3 Respond to RFIs

MKN will respond to Requests for Information (RFIs) from the Contractor forwarded by the City. For budgeting purposes, we have assumed up to eight (8) RFIs. Our subconsultant, IRJ Engineers, will review electrical RFIs.

2.4 Respond to Requests for Change Orders

As directed by the City, MKN will review proposed change orders submitted by the Contractor or requested by the City. MKN's review will include the potential impacts on the project schedule and budget and will include recommendations to address the proposed changes. Our budget assumes up to two (2) Change Orders.

2.5 Engineer's Observation of Work in Progress

MKN will perform technical field observation at the City's request to review work progress for general conformance with the plans and specifications. For budgeting purposes, we have assumed MKN staff will provide up to twelve (12) hours of observation. Our subconsultant, IRJ Engineers, will provide up to two site visits during construction.

2.6 Lift Station Startup Support

For the Effluent Pump Station Project, MKN will be present onsite during startup of the pumps and control systems to assist in addressing issues, and to evaluate the startup program's conformance with the contract requirements. For budgeting purposes we have assumed MKN staff will be onsite for one (1) 8-hour day during startup.

2.7 Record Drawings

MKN will prepare a final set of record drawings based on the Contractor's redlines. It is assumed the City and/or the project Construction Manager will review the Contractor's redlines for completeness and accuracy based on the work performed. Record drawings will be provided to the City as a pdf and CAD file of the drawings.

ASSUMPTIONS

- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through Client and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through Client, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.
- City will be managing and distributing submittals and RFIs for review.
- City will review Contractor's redlines for completeness and accuracy.

BUDGET AND SCHEDULE

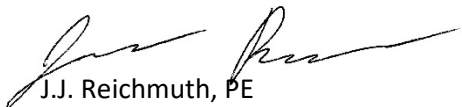
If approved to perform this work, MKN will proceed on a time and materials basis with a budget not to exceed \$35,782. Overall level of effort for ESDC can vary greatly. If additional effort beyond our assumed budget is necessary, MKN will alert the City promptly with a recommendation on how to proceed.

The project will be invoiced monthly according to the attached standard rate sheet.

Record drawings will be prepared within three weeks following receipt of Contractor's as-built drawings.

We hope this proposed scope meets your expectations. We are happy to answer any questions you have and look forward to working with you.

Sincerely,



J.J. Reichmuth, PE

Attachments:

Budget Spreadsheet
Standard Fee Schedule



**2022 FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

ENGINEERS AND TECHNICAL SUPPORT STAFF

Engineering Technician	\$93/HR
Administrative Assistant	\$103/HR
CAD Technician I	\$118/HR
CAD Design Technician II	\$144/HR
Senior Designer	\$160/HR
Assistant Engineer I	\$129/HR
Assistant Engineer II	\$149/HR
GIS Specialist	\$155/HR
Planner	\$175/HR
Senior Planner	\$196/HR
Project Engineer I/ Senior Scientist	\$175/HR
Project Engineer II	\$185/HR
Senior Project Engineer I	\$196/HR
Senior Project Engineer II	\$204/HR
Project Manager	\$206/HR
Principal Engineer	\$227/HR
Project Director	\$258/HR

CONSTRUCTION MANAGEMENT SERVICES

Construction Inspector	\$162/HR
Assistant Resident Engineer	\$169/HR
Resident Engineer	\$184/HR
Construction Inspector	\$197/HR
Construction Manager	\$201/HR
Principal Construction Manager	\$236/HR

The foregoing Billing Rate Schedule is effective through December 31, 2022 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.58.5/mi.

City of Guadalupe
 Highway 1 Lift Station Replacement



	Principal Engineer	Assistant Engineer II	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	IRJ Engineers (Electrical)	Non-Labor Costs	Total Fee
Hourly Rates	227	149	160	103					
Task Group 1: Final Construction Documents									
Final Plans and Specifications Update	6	6	8	2	22	\$3,742	\$ 3,465	\$3,465	\$ 7,207
Subtotal	6	6	8	2	22	\$ 3,742	\$ 3,465	\$ 3,465	\$ 7,207
Task Group 2: Engineering Services During Construction									
Task 2.1 Pre-Construction and Progress Meetings	6				6	\$1,362	\$ -	\$0	\$ 1,362
Task 2.2 Submittal Review	12		16	2	30	\$5,490	\$ 3,300	\$3,300	\$ 8,790
Task 2.3 Respond to RFIs	4		12	2	18	\$3,034	\$ 1,100	\$1,100	\$ 4,134
Task 2.4 Respond to Requests for Change Orders	4				4	\$908	\$ -	\$0	\$ 908
Task 2.5 Engineer's Observation of Work in Progress	4		8		12	\$2,188	\$ 1,100	\$1,100	\$ 3,288
Task 2.6 Lift Station Startup Support	8				8	\$1,816	\$ 1,100	\$1,100	\$ 2,916
Task 2.7 Record Drawings	2	4	12		18	\$2,970	\$ 935	\$935	\$ 3,905
Subtotal	40	4	48	4	96	\$ 17,768	\$ 7,535	\$ 7,535	\$ 25,303
TOTAL BUDGET	46	10	56	6	118	\$21,510	\$ 11,000	\$ 11,000	\$ 32,510



**2022 FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

ENGINEERS AND TECHNICAL SUPPORT STAFF

Engineering Technician	\$93/HR
Administrative Assistant	\$103/HR
CAD Technician I	\$118/HR
CAD Design Technician II	\$144/HR
Senior Designer	\$160/HR
Assistant Engineer I	\$129/HR
Assistant Engineer II	\$149/HR
GIS Specialist	\$155/HR
Planner	\$175/HR
Senior Planner	\$196/HR
Project Engineer I/ Senior Scientist	\$175/HR
Project Engineer II	\$185/HR
Senior Project Engineer I	\$196/HR
Senior Project Engineer II	\$204/HR
Project Manager	\$206/HR
Principal Engineer	\$227/HR
Project Director	\$258/HR

CONSTRUCTION MANAGEMENT SERVICES

Construction Inspector	\$162/HR
Assistant Resident Engineer	\$169/HR
Resident Engineer	\$184/HR
Construction Inspector	\$197/HR
Construction Manager	\$201/HR
Principal Construction Manager	\$236/HR

The foregoing Billing Rate Schedule is effective through December 31, 2022 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.58.5/mi.

City of Guadalupe
Pioneer Lift Station Replacement

EXHIBIT B-2



	Principal Engineer	Assistant Engineer II	Senior Designer	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	IRJ Engineers (Electrical)	Non-Labor Costs	Total Fee
Hourly Rates	227	149	160	103					
Task Group 1: Final Construction Documents									
Task 1.1 Caltrans Encroachment Permit Plans	8	12	20	2	42	\$7,010	\$ -	\$0	\$ 7,010
Task 1.2 Electrical Plans and Specifications Update	2		2		4	\$774	\$ 2,695	\$2,695	\$ 3,469
Subtotal	10	12	22	2	46	\$ 7,784	\$ 2,695	\$ 2,695	\$ 10,479
Task Group 2: Engineering Services During Construction									
Task 2.1 Pre-Construction and Progress Meetings	6				6	\$1,362	\$ -	\$0	\$ 1,362
Task 2.2 Submittal Review	12		16	2	30	\$5,490	\$ 3,300	\$3,300	\$ 8,790
Task 2.3 Respond to RFIs	4		12	2	18	\$3,034	\$ 1,100	\$1,100	\$ 4,134
Task 2.4 Respond to Requests for Change Orders	4				4	\$908	\$ -	\$0	\$ 908
Task 2.5 Engineer's Observation of Work in Progress	4		8		12	\$2,188	\$ 1,100	\$1,100	\$ 3,288
Task 2.6 Lift Station Startup Support	8				8	\$1,816	\$ 1,100	\$1,100	\$ 2,916
Task 2.7 Record Drawings	2	4	12		18	\$2,970	\$ 935	\$935	\$ 3,905
Subtotal	40	4	48	4	96	\$ 17,768	\$ 7,535	\$ 7,535	\$ 25,303
TOTAL BUDGET	50	16	70	6	142	\$25,552	\$ 10,230	\$ 10,230	\$ 35,782

Exhibit B-2



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022**

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: Approval for the Amended Scope of Work and Budget for Subrecipient Agreement with Los Amigos de Guadalupe (LADG).

RECOMMENDATION:

It is recommended that the Council approve the amended scope of work (Exhibit A) and budget (Exhibit B) for the City's Agreement with Los Amigos de Guadalupe.

BACKGROUND:

Rural Community Development Corporation of California (RCDCC) entered into a consultant agreement with the City in October of 2018 to manage the Community Development Block Grant (CDBG) contract (#17CDBG12099) which included project management of the Le Roy Park and Community Center renovation and the completion of the Resilience-Guadalupe Plan. On October 27, 2020, the City entered into a new agreement with RCDCC and added management of two more grants CDBG CV1 (20CDBGCV100085) and CDBG ED (20CDBG12089) to RCDCC.

On March 4, 2021, RCDCC changed its name to Los Amigos de Guadalupe (LADG), and the City Council substituted LADG in place of RCDCC in the October 27, 2020, agreement (by a novation agreement) at its meeting on April 13, 2021.

In recent months, the City and LADG have discussed revising LADG's scope of work to better reflect the current services it is providing as well as to meet the City's future needs. Since the last update to the agreement (in October 2020), LADG has assumed responsibilities related to the City's Senior Meals Program and the Microenterprise Program in addition to its continued administration duties for prior grants and the resiliency plan. In the future, the City will require the services of LADG to assist it with the renovation of the Royal Theatre.

DISCUSSION:

The agreement approved by the City Council on October 27, 2020, was envisioned to be an on-going agreement, although the scope of work and budget were expected to change and be updated periodically. With the expansion of the services LADG is providing to the City as well as additional services the City wishes LADG to perform related to the Royal Theater renovation that the City, it is

appropriate to update the scope of work and the budget for the existing agreement between the City and LADG.

Accordingly, a new scope of work and budget have been prepared to be substituted in place of the existing scope of work and budget under the agreement between the City and LADG. The existing agreement is attached hereto (Attachment 1) with the current scope of work and budget (Exhibits A and B, respectively). Staff is recommending that these two exhibits be replaced with the revised scope of work and budget documents as Exhibits A and B, respectively, to the agreement. The revised scope of work and budget documents are attached hereto as Attachment 2.

FISCAL IMPACT:

LADG's services are entirely funded by grant proceeds, and therefore, there is no impact to the City's general fund revenues.

ATTACHMENTS:

1. Agreement between LADG and the City of Guadalupe
2. Amended Scope of Work (Exhibit A) and Amended Budget (Exhibit B) to Agreement between LADG and the City of Guadalupe

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
RURAL COMMUNITY DEVELOPMENT CORPORATION OF CALIFORNIA**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 27th day of October 2020, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and Rural Community Development Corporation of California (RCDCC), Inc., a California Nonprofit Corporation ("Subrecipient").

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

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term shall automatically continue upon expiration for an additional one (1) year term, until either party gives at least 60 days' written notice to the other of termination.

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

Section 3. Additional Services. Subrecipient 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 (Proposal and Work Program), unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Subrecipient 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 Subrecipient the amounts specified in Exhibit B (Budget) and made a part of this Agreement.

(b) Each month Subrecipient shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Subrecipient 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 Subrecipient 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 Subrecipient, which are disputed by City, City will cause Subrecipient to be paid within forty-five (45) days of receipt of Subrecipient's invoice.

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

(e) Subrecipient 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 Subrecipient'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 Subrecipient'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. Subrecipient 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 Subrecipient 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 Subrecipient. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Subrecipient's Books and Records.

(a) Subrecipient shall maintain any and all documents and records demonstrating or relating to Subrecipient's performance of services pursuant to this Agreement. Subrecipient 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 Subrecipient pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable

notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Subrecipient's address indicated for receipt of notices in this Agreement. The City shall compensate the Subrecipient 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 Subrecipient'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 Subrecipient.

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

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

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

Section 9. Standard of Performance. Subrecipient represents and warrants that it has the qualifications and experience necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Subrecipient 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, Subrecipient shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Subrecipient under this Agreement.

Section 10. Compliance with Applicable Laws, Permits and Licenses. Subrecipient 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 Subrecipient. Subrecipient 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 Subrecipient to comply with this section.

Section 11. Nondiscrimination. Subrecipient 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. Subrecipient 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, Subrecipient 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. Subrecipient 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 Subrecipient in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Subrecipient. Subrecipient 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) Subrecipient, its officers, employees, agents or subconsultants, 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 Subrecipient gives City notice of such court order or subpoena.

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

(d) Subrecipient shall promptly notify City should Subrecipient, 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 Subrecipient or be present at any deposition, hearing or similar proceeding. Subrecipient agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Subrecipient. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Subrecipient 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 Subrecipient or any other person for, and Subrecipient 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 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 the negligent or willfully wrongful acts or omissions of Subrecipient, 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 Subrecipient has agreed to indemnify Indemnitees as provided above, Subrecipient, upon notice from City, shall defend Indemnitees at Subrecipient'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 Subrecipient under Section 16 shall ensure Subrecipient's obligations under this section, but the limits of such insurance shall not limit the liability of Subrecipient 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 Subrecipient for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Subrecipient 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 Subrecipient, 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. Subrecipient agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Subrecipient and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Subrecipient will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Subrecipient agrees to amend, supplement or endorse the existing coverage to do so. Subrecipient 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 Subrecipient or its subcontractors 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.

Subrecipient shall provide the following types and amounts of insurance. Without limiting Subrecipient's indemnification of CITY, and prior to commencement of Work, Subrecipient 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 Subrecipient 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 Subrecipient's profession.

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

(1) General Liability Insurance: Subrecipient 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: Subrecipient 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 Subrecipient 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: Subrecipient shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Subrecipient's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Subrecipient shall require each subcontractor 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 subcontractor's employees. Subrecipient 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): Subrecipient 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;
- Concurrency 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 Subrecipient'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 Subrecipient 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 Subrecipient or CITY will withhold amounts sufficient to pay premium from Subrecipient 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 Subrecipient or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Subrecipient hereby waives its own right of recovery against CITY, and shall require similar written express waivers.

(5) Enforcement of Contract Provisions (non estoppel): Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Subrecipient 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 Subrecipient maintains higher limits than the minimums

shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Subrecipient. 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 Subrecipient'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: Subrecipient agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Subrecipient, provide the same minimum insurance coverage and endorsements required of Subrecipient. Subrecipient 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. Subrecipient agrees that upon request, all agreements with consultants, subcontractors, 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 Subrecipient a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Subrecipient, the CITY and Subrecipient may renegotiate Subrecipient'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: Subrecipient shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) Additional Insurance: Subrecipient 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 Subrecipient 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 Subrecipient under the Agreement. In recognition of that interest, Subrecipient shall not assign

or transfer this Agreement or any portion of this Agreement or the performance of any of Subrecipient'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 Subrecipient, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

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

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving sixty (60) days' written notice of termination to Subrecipient. In the event such notice is given, Subrecipient shall cease immediately all work in progress.

(b) Subrecipient may terminate this Agreement at any time upon sixty (60) days' written notice of termination to City.

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

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

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

Section 21. Excusable Delays. Subrecipient 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 Subrecipient. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

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

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

To Subrecipient: Rural Community Development Corporation of California
 RCDCC
 1904 5th Street
 Sacramento, CA 95811

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

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

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

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

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

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

Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

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

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

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

Section 33: Conflict of Interest. Subrecipient 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 Subrecipient 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 Subrecipient to notify the 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 Subrecipient, 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 Subrecipient, except as indicated in Subsection B.

Initials

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

CITY:

Subrecipient:

CITY OF GUADALUPE

By: _____
Ariston Julian, Mayor

By: _____
Thomas Brandeberry
Title: CEO/President

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

Exhibit A - Proposal and Work Program
Exhibit B - Budget

Exhibit A – Scope of Work

Scope of Work:

For all assigned grant contracts awarded to the City, RCDCC will ensure all contract obligations are completed, and completed with the contract periods. This includes all reporting requirement, submission of all required documents, and primary contact work with funding agencies.

RCDCC will ensure an open communication with the City on all necessary communication between the City and the funding agencies. RCDCC will also provide, as needed, any needed presentation, training or simple explanation of the funding sources and their requirement for both the application process and the contacting period.

RCDCC will research grant funding sources that would benefit the City and their Goals and Objectives.

When assigned, RCDCC will complete the full application process for a grant sources once the City agrees that the grant program would be beneficial to the City's Goals and Objectives.

RCDCC, with funding available, will have one full time staff person assigned at City Hall to coordinate application and contract management.

For each new awarded funding, RCDCC will work with City staff on roles, responsibilities and determine what gaps in capacity for implementation of the grant award and fill that gap.

RCDCC will submit budgets for each new award where RCDCC will be involved in the contract implementation for Council approval. The Budget will include line item detail as contract scope of work if needed.

RCDCC, when managing CDBG or other federally funded grant awards will provide the City with the technical assistance on all federal requirements (NEPA, Prevailing wage, procurement, Section 3, MBE/WBE, for example) and either implement these requirements or ensure appropriate consultants are hired.

RCDCC will provide ongoing outreach assistance to the City using website, flyers, interested parties lists, and social media to promote and encourage community involvement in City projects.

Exhibit B - Cost Proposal/Budget

The budget is based, presently on three State CDBG grant awards:

Budget Item	Amount	Comments
Contract Administration	\$135,000	This include three CDBG Contracts: CV, ED and 17CDBG12099 (remaining work)
Resilience Plan	\$60,000	Remaining work/funds from 17CDBG12099
Covid Community Service Coordinator	\$55,000	12 month, Part Time Position (Salary and Benefits)
Activity Work	\$35,000	ED Activity Work to process businesses for technical assistance and loans and grants. Funds to be bill with clients served.
TOTAL	\$285,000	

The above costs are based on each grant requiring grant administration work until the grant is fully close out. The grant with the furthest out end date will be the ED grant, which will have a minimum of 4 years from execution to close out.

Exhibit A – Scope of Work

Scope of Work:

For all grant contracts awarded to the City, and assigned to LADG, LADG will ensure all contract obligations are completed, and completed within the contract periods. This includes all reporting requirements, submission of all required documents, and primary contact work with funding agencies.

LADG will ensure an open communication with the City on all necessary communication between the City and the funding agencies. LADG will also provide, as needed, any needed presentation, training or simple explanation of the funding sources and their requirements for both the application process and the contacting period.

LADG will research grant funding sources that would benefit the City and their Goals and Objectives.

When assigned, LADG will complete the full application process for a grant source once the City agrees that the grant program would be beneficial to the City's Goals and Objectives.

LADG will operate at the Guadalupe Senior Center and ensure all City requirements are completed in a timely manner. All necessary repairs/maintenance of the building will be reported to the City for approval of work to be done and to determine who will do the work. LADG staff will also ensure all facility equipment is maintain and kept secure.

For each new awarded funding, LADG will work with City staff on roles, responsibilities and determine what gaps in capacity for implementation of the grant award and fill that gap.

LADG will submit budgets for each new award where LADG will be involved in the contract implementation for Council approval. The Budget will include line-item detail as contract scope of work if needed.

LADG, when managing CDBG or other federally funded grant awards, will provide the City with the technical assistance on all federal requirements (NEPA, Prevailing wage, procurement, Section 3, MBE/WBE, for example) and either implement these requirements or ensure appropriate consultants are hired.

LADG will provide ongoing outreach assistance to the City using website, flyers, interested parties' lists, and social media to promote and encourage community involvement in City projects and activities.

LADG will submit a monthly report to the city council as request by City Council or staff. LADG staff will be present at the council meeting for council questions whenever a project or activity LADG is involved in with the City.

Exhibit B - Cost Proposal/Budget

Budget Item	Amount	Comments
Contract Administration CDBG	\$27,000	Remaining Amounts for 20CDBG12089 (micro-enterprise) 20CDBGCV23-00015 (senior meals). <u>Note:</u> work also includes closing out the 17CDBG12099 and the 20CDBGCV1-0085 contracts.
Resilience Plan	\$15,000	Remaining work/funds from 17CDBG12099
Senior Meals Program	\$180,000	Remaining funds to operate the Senior Meals Program. This amount represents the staffing costs needed for LADG to operate a congregate and home delivery senior meals program. These funds have also been used to purchase all the equipment needed to a permitted kitchen, repairs to bring it up to permitting and fire department standards, and to pay for all facility operating costs.
Microenterprise Program	\$40,000	Remaining CDBG ED operating costs to run the program that includes both technical and financial assistance. Available funds also include addition \$150,000 set aside for Grants (max \$10,000 for eligible Guadalupe micro-businesses). Remaining operating funds could be moved to the Grant funds bucket. Contract end date: 6/30/2024
Royal Theatre	300,000	The Royal Theatre Project will have three sources of funds that LADG will manage on behalf of the City: federal Economic Development Administration, California Arts Council and Historic Tax Credits (this could be both state and federal tax credits). LADG will both manage the project, as we have been doing to date, and administer each funding source to ensure project/funding and reporting compliance requirements. Project Manager (3 years \$52,000 per year) Grant Manager (4 years \$120,000) Other Costs (4 years \$28,000) End dates vary on each contract with the earliest being 2027.
TOTAL	\$562,000	

*Note, not included above is the remaining in City ARRP funds to support the economic development work at LADG that is not fundable under the above grants, which has a remaining amount of \$25,000.

The above is based on two types of work LADG is completing for the city. Firstly, each contract has unique requirements from reporting to funds requests, to maintaining public reports. This contract management work is required for the life of each grant and includes numerous “close out” requirements (see scope of work). Secondly, as per the city request, LADG is implement activities: operating a Senior Meals program (delivery and congregate), a microenterprise assistance program, along with the Royal Theatre project. LADG will continue to support the city in whatever way the city needs support and LADG has the staff, volunteers and interns to help.



REPORT TO THE GUADALUPE CITY COUNCIL
Agenda of November 22, 2022

Todd Bodem

Prepared by:
Todd Bodem, City Administrator

SUBJECT: “Add services” amendment to agreement for architectural and engineering services between the City of Guadalupe and Andrew Goodwin Designs for bidding and construction administration for the construction phase of the Royal Theater Renovation Project in amount not to exceed \$202,635.

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2022-102 approving an “add service” amendment to the agreement with Andrew Goodwin Designs for architect and engineering work with respect to bidding and construction administration for the construction phase of the for Royal Theater renovation project.

BACKGROUND:

Constructed in 1939, the Royal Theater operated as an active movie theater until closed in 1989. Following its closure, the building was intermittently used for a variety of purposes including a performing arts theater and public meeting space until 2011. In 2011 it was red tagged due to a minor interior electrical fire. The former Redevelopment Agency of the City of Guadalupe (RDA) purchased the property in 2001 and with the dissolution of the RDA ownership transferred to the Successor Agency (SA) in 2012. In accordance with state law, the SA adopted a Long-Range Property Management Plan (LRPMP) to guide the disposition of the property. The LRPMP stipulates that the theater should be transferred to the City and ultimately the theater should be renovated as some form of Public Performing Arts Center.

On September 10, 2019, the City Council directed staff to develop a Request for Proposals (RFP) to renovate the Royal Theatre and adjacent two lots.

On January 14, 2020, the City Council approved the hiring of Lisa Wise Consulting, inc. for develop the RFP.

The final RFP was release March 16th, 2020, and deadline date of May 1, 2020. No proposal was received.

In September of 2020, the City hired Carole Denardo to complete a historic resource inventory and evaluation of the Royal Theatre building at 848 Guadalupe Street to determine if the Royal Theater meet the criteria to be both a federal and state historical property. The report was submitted to the City in February 2021 and indicated the Royal Theatre building meets the eligibility standards for the National Register/California Register.

On February 25, 2021, the City Council approved Carole Denardo to complete the application for submission to the National Register, allowing the Royal Theatre building to be listed on the Historical registry for both the federal and state. This was successfully complete in March 2022.

Based on the City Council wishes, City staff released a second, revised RFP, for the renovation of the Royal Theatre with change from a developer approach to a design-build RFP, allowing the city to maintain ownership during and after renovations. The RFP was also changed to indicate that the design build team would submit proposal that assumed the building would be registered historical.

The RFP was release April 16, 2021, with a deadline date of May 17, 2021. One design build proposal was received May 14, 2021, from Andrew Goodwin Designs/ Specialty Construction, Inc.

On August 10, 2021, City staff recommended, and City Council approved, the splitting of the above proposal into two phases as there was insufficient funding for the construction portion of the renovation of the Royal Theatre. Accordingly, the City contracted with Andrew Goodwin Designs (AGD) to complete the design and engineering phase with the expectation that Special Construction, Inc. would perform the construction phase of the project if funding was obtained.

The City was subsequently successful in obtaining funding for the construction phase of the project from the federal Economic Development Administration (EDA) in the amount of \$4,889,121. However, EDA rules do not allow for a design-build approach to capital improvement projects. Therefore, Specialty Construction, Inc. was informed that its involvement in the project would not be allowable. AGD continued on the project to make it "shovel ready" without Specialty Construction, Inc.

DISCUSSION:

In addition to the EDA grant, after the City contracted with AGD to bring the architectural and engineering work to being "shovel ready," the City received an award from California Arts Council (CAC) in the amount of \$5,000,000. This award, along with the EDA grant, brought the total amount of additional funding for the project to \$9,889,121.

For the construction phase of the project, the City needs to engage an architect and engineering firm to complete the bidding process for the hiring of a construction company and provide construction administration on behalf of the City during the construction phase. Because the RFP for the renovation was for a design-build proposal, and the (only) responsive proposal from AGD provided that it would be the prime lead for the project up until the construction phase and it would, thereafter, continue to work on the project with the construction contractor and the City through completion. Since EDA funding requirements prohibited Specialty Construction, Inc. from

performing the construction, AGD's role through the construction phase of the project requires additional services other than what was specifically provided for in the scope of work in the original agreement. For this reason, the Add Services Agreement #2 is required to amend the original agreement.

While the City is still completing the environmental clearance under the EDA National Environmental Policy Act (NEPA), and the City does not have an executed contract with the CAC, it is important to continue the work of preparing bid documents and have the architect and engineering firm ready to start their work once all pre-construction grant conditions are met.

FISCAL IMPACT:

The EDA has indicated that the funds being requested for AGD "add service" can be paid by the two other sources of funds leveraged into this project: CAC (\$5M) and remaining Successor Agency funds.

ATTACHMENTS:

1. Resolution No. 2022-102
2. Add Service Agreement # 2 (AGD)

RESOLUTION NO. 2022-102

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
APPROVING ADD SERVICES AGREEMENT #2 FOR THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF GUADALUPE AND ANDREW GOODWIN DESIGNS TO COMPLETE ALL
ARCHITECTURE AND ENGINEERING DESIGN WORK FOR THE HISTORIC RENOVATION OF THE
ROYAL THEATER IN AN AMOUNT NOT TO EXCEED \$202,635.00**

WHEREAS, as of February 1, 2012, the former Redevelopment Agency of the City of Guadalupe (“the Agency”) was dissolved pursuant to the Dissolution Laws forming a Successor Agency of the Redevelopment Agency of the City of Guadalupe (“Successor Agency”); and

WHEREAS, Health and Safety Code Section 34191.5 (b) required the Successor Agency to prepare a Long-Range Property Management Plan (the “LRPMP”) addressing the future disposition and use of all real property of the former Agency (including the Royal Theater and two adjoining properties) no later than six months following the issuance by the California Department of Finance (“DOF”) a finding of completion to the Successor Agency on March 18, 2013; and

WHEREAS, on February 26, 2015, the LRPMP was approved by the Oversight Board of the Successor Agency (OB) pursuant to OB Resolution No. 2015-02; and

WHEREAS, in May of 2018, the Property was transferred to the City; and

WHEREAS, on January 24, 2019, the Successor Agency requested the Santa Barbara Countywide Oversight Board (“County OB”) approve (1) a Bond Proceeds Expenditure Agreement between the City and the Successor Agency providing for the transfer of excess bond proceeds (“Bond proceeds”) in the amount of \$658,887 to the City for Bond eligible purposes, (2) directing the transfer of such funds to the City, and (3) making certain findings in connection therewith; and

WHEREAS, the County OB approved Resolution No. 19-3 and the DOF approved the County OB action pursuant to a letter dated April 30, 2019, and therefore, the City is able to expend the bond proceeds on any expenditure that is allowable under State Law and Bond Proceeds expenditure agreement, and use of these proceeds for design/engineering/remodeling for the Royal Theater is an allowable expenditure; and

WHEREAS, in September 2019, the City determined the need to develop a Request for Proposal (RFP) and market the renovations of the Royal Theater and two adjacent vacant properties; and

WHEREAS, this RFP was released on March 16, 2020, with a deadline date of May 1, 2020, but no proposals were received; and

WHEREAS, in September 2020, the City hired Carole Denardo to complete a historic resource inventory and evaluation of the Royal Theater building at 848 Guadalupe Street to determine if the Royal Theater meets the criteria to be both federal and state historical property, and the report was submitted to the City in February 2021 indicating the Royal Theater building meets the eligibility standards for the National Register/California Register; and

WHEREAS, on February 25, 2021, the City Council approved Carole Denardo to complete the application for submission to the National Register, allowing the Royal Theater building to be listed on the historic registry for both federal and state as this action is still in process as of this date; and

WHEREAS, based on the City Council guidance, City staff released a second, revised RFP, for the renovation of the Royal Theater with a change from a developer approach to a design-build RFP, allowing the City to maintain ownership during and after renovations; and

WHEREAS, the RFP was released on April 16, 2021, with a deadline date of May 17, 2021, and one design build proposal was received on May 14, 2021, from Andrew Goodwin Designs/Specialty Construction; and

WHEREAS, City staff requested that the process be split into two phases: design/engineering and construction, since there was no funding available for the construction phase at that time at the August 10, 2021, City Council meeting; and

WHEREAS, City staff recommended that the City Council approve only the design/engineering phase, and required AGD to bring this project to “shovel ready” which would increase its opportunity to secure Community Development Block Grant (CDBG) funds for the construction phase of the renovation project; and

WHEREAS, the City was subsequently successful in obtaining funding for the construction phase of the project from the federal Economic Development Administration (EDA) in the amount of \$4,889,121, however, EDA rules do not allow for a design-build approach to capital improvement projects, and therefore, Specialty Construction, Inc. was informed that its involvement in the project would not be allowable; and

WHEREAS, in addition to the EDA grant, after the City contracted with AGD to bring the architectural and engineering work to being “shovel ready,” the City received an award from California Arts Council (CAC) in the amount of \$5,000,000, which award, along with the EDA grant, brought the total amount of additional funding for the project to \$9,889,121; and

WHEREAS, for the construction phase of the project, the City needs to engage an architect and engineering firm to complete the bidding process for the hiring of a construction company and provide construction administration on behalf of the City during the construction phase; and

WHEREAS, the RFP for the renovation was for a design-build proposal, and the proposal from AGD/Specialty Construction, Inc. was the only responsive proposal, and which proposal provided that AGD would be the prime lead for the project up until the construction phase when Specialty Construction, Inc. would take over, but which AGD would, thereafter, continue to work on the project through completion of the project; and

WHEREAS, because EDA funding requirements prohibit Specialty Construction, Inc. from performing the construction, AGD’s role through the construction phase of the project requires additional services other than what was specifically provided for in the scope of work in the original agreement, necessitating an add services agreement.

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

SECTION 1. That the Add Services Agreement #2 (attached to the staff report for this item) is hereby approved to complete the design/engineering phase of the renovations of the Royal Theater in amount not to exceed \$202,635.00 with Andrew Goodwin Design; and

SECTION 2. That the Mayor is authorized to sign Add Service Agreement #2 on behalf of the City.

SECTION 3. That the use of the Bond proceeds and/or funds from the California Arts Council is/are authorized to fund the cost for the second phase of the design/engineering services under the original consultant agreement between the City and Andrew Goodwin Design.

SECTION 4. 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 22nd day of November 2022 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. 2022-102**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, and that same was approved and adopted.

ATTEST:

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Phillip Sinco, City Attorney



ANDREW GOODWIN DESIGNS

DESIGN | ARCHITECTURE | PLANNING

ADD SERVICE #2 AGREEMENT

AGREEMENT made as of: May 28, 2022

Between the CLIENT: City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

and the CONSULTANT: Andrew Goodwin, AIA
Andrew Goodwin Designs
2050 Parker Street, San Luis Obispo, CA 93401 (805-439-1611)

for the following Project: Add Service #2 for Bidding and Construction Administration

SECTION 1: SCOPE OF SERVICES:

- 1.1 Andrew Goodwin Designs (AGD)' services consist of those described in this section. This agreement is for the addition of engineering for the Royal Theater Preservation and Addition Project between the City of Guadalupe and AGD dated June 22, 022.
- 1.2 This original contact was for the design and engineering of the project up through building permit. The existing contract is still valid and this is only an addendum for add-services. All services performed outside of these services listed in the previous contract and below shall be considered Additional Services. Additional Services will be billed at an hourly rate or as agreed upon by the Client and Consultant(s).

SCOPE OF SERVICES BREAK-DOWN

TASK 1: BIDDING & NEGOTIATIONS

The project architecture and engineering (A/E) team will provide the following services on an hourly not-to-exceed budget:

- Aid the Client AND their staff to ensure the appropriate bid documentation is prepared and distributed to potential bidders. These procurement of bid documents include the project manual, contract drawings (specification and drawings), and addenda.
- Assist in hosting a site walk or project bidding kick-off meeting at the site or another decided upon venue.
- Assist in analyzing the bids that come in for completeness.
- Aid in answering requests for information (RFI) pertaining to the bidding process or documents.

It is the understanding of the Consultant AND the Consultant's team that this process will most likely be the responsibility of another agency due to the grant process for funding. Therefore, the costs associated with this phase have been developed assuming another lead agency might oversee the bidding. The Consultant AND the Consultant's team reserves the right to notify the Client if an overage appears to be eminent so that negotiation of further compensation can occur.

TASK 2: CONSTRUCTION ADMINISTRATION (CA)

- The project architecture and engineering (A/E) team will provide the following services, but are not limited to these services, on an hourly not-to-exceed budget:
 - Aid in answering requests for information (RFI) pertaining to the contract documents.
 - Aid in answering and approving submittals on materials, equipment, and fixtures based on the contract documents
 - Performing site visits to observe the progress and quality of the work, determine its conformance to the design, and report findings to the Client.

- Review and approve Construction change directives, change orders, and certificates for payment as needed.
- Perform punch-list at the inspection for substantial completion.
- Review contractor closeout documents, record documents, and receive notice of final completion.

EXCLUSIONS

The exclusions included in the previous contract are still valid. No further exclusions are required.

SECTION 2: COMPENSATION

2.1 The work described in Section 1 will be billed monthly by Andrew Goodwin Designs, and the work will be performed on an hourly basis per the Rate Schedule below. Consultant invoices will be passed along with a 10% markup for project management and contingency.

DESCRIPTION				40 BIDDING	50 CA	10% CONTINGE	TOTALS
ARCHITECTURAL				\$ 10,000	\$ 40,000	\$ -	\$ 50,000
CIVIL				\$ 2,000	\$ 6,000	\$ 800	\$ 8,800
AUDIO VISUAL				\$ 21,400	\$ 21,600	\$ 4,300	\$ 47,300
ACOUSTICS				\$ -	\$ -	\$ -	\$ -
STRUCTURAL				\$ 6,000	\$ 35,000	\$ 4,100	\$ 45,100
MECHANICAL / PLUMBING				\$ -	\$ 6,500	\$ 650	\$ 7,150
ELECTRICAL				\$ -	\$ 5,180	\$ 518	\$ 5,698
HISTORICAL CONSULTANT				\$ -	\$ -	\$ -	\$ -
FIRE PROTECTION				\$ 1,170	\$ 28,000	\$ 2,917	\$ 32,087
AGD LABOR BY PHASE:				\$ 40,570	\$ 142,280	\$ 13,285	\$ 196,135
REIMBURSEABLES:				\$ 500	\$ 6,000		\$ 6,500
CONSULTANTS							\$ -
TOTAL BY PHASE				\$ 41,070	\$ 148,280		\$ 202,635

Note: Hourly rate/fees for professional services only and does not include Reimbursable Expenses.

Rate Schedule

- Principal Architect/Stamping \$175.00
- Principal Design/Senior Project Manager \$135.00
- Professional Designer/Project Manager \$100.00
- Architectural Designer/Rendering \$85.00
- Clerical \$75.00

SECTION 3: ACCEPTANCE

3.1 Commencement of the outlined work above may immediately after the receipt of this signed proposal, the initial payment indicated in Section 2, and a complete contract if client requires.

Your signature below indicates your acceptance of this agreement. This proposal is valid for 30 days.

Sincerely,



Andrew Goodwin, AIA, LEED AP
Architect, Owner

Client Acceptance Date Phone

Print Name: _____

GUADALUPE POLICE DEPARTMENT
MONTHLY ADMINISTRATIVE OPERATIONAL DATA SUMMARY
MONTH OF OCTOBER 2022

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	0	1	0	3	3
211 PC ROBEBRRY	0	0	0	0	0	0	0	0
242/245 PC ASSAULT	5	5	4	4	34	30	47	41
459 PC BURGLARY	3	0	1	0	16	8	22	2
484/487 PC THEFT	5	0	3	0	45	4	29	2
10851 VC VEH THEFT	1	1	0	0	16	11	30	6
451 PC ARSON	0	0	0	0	1	0	0	0
TOTAL	14	6	8	4	113	53	131	54

PART II: REPORTED CRIMES

REQUEST FOR SERVICE	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR TO DATE	LAST YEAR TO DATE
TOTAL REPORTS TAKEN	91	89	750	678
TOTAL REQUEST FOR SERVICE	185	220	2242	2427
TOTAL ACTIVITY FOR THE MONTH	276	309	2992	3105
DOMESTIC VIOLENCE REPORT	2	2	19	22
TOTAL PROPERTY STOLEN	\$5,996.00	\$3,723.00	\$748,810.00	\$52,563.00
TOTAL PROPERTY RECOVERED	\$0.00	\$0.00	\$17,400.00	\$0.00

PART III: ARREST SUMMARY

OFFENCES	THIS MONTH		THIS MONTH LAST YEAR		THIS YEAR TO DATE		LAST YEAR TO DATE	
	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUVENILES	ADULTS	JUNENILES
FELONY	10	0	6	0	37	1	49	3
MISDEMINOR	12	0	9	6	90	4	98	9
TOTAL	22	0	15	6	127	5	147	12
23152(a&b) VC ARREST	0		5		25		25	
WARRANT ARREST	3		2		12		11	

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



GUADALUPE FIRE DEPARTMENT



TO: PUBLIC SAFETY DIRECTOR, MICHAEL CASH
FROM: CAPTAIN PATRICK SCHMITZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 October 1, 2022 – October 31, 2022

DATE: 11/03/2022

CALLS FOR SERVICE

October 2022

INCIDENT TYPE	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Medical	23	35	123	145
Structure Fire	0	0	0	0
Cooking Fire	0	0	0	1
Trash or Rubbish Fire	0	2	4	2
Vehicle Fire	0	0	0	1
Grass/Vegetation Fire	0	0	0	1
Other Fire	0	0	0	0
Motor Vehicle Accidents with Injuries	1	2	7	9
Motor Vehicle Accidents No Injuries	3	1	6	6
Motor Vehicle/Pedestrian Accident	0	2	4	0
Hazardous Materials Spill/Release	0	1	2	0
Hazardous Condition Other	2	2	4	4
Water Problem/Leak	0	2	2	2
Animal Problem	0	1	1	0
Search / Rescue	0	0	0	0
Public Assistance	1	0	8	9
Police Matter/Assistance	0	2	2	4
Illegal Burn	0	0	0	0
Smoke/CO Detector Activation	1	3	9	1
Dispatch and Canceled En-route	2	0	10	18
False Alarm	0	2	4	7
TOTAL	33	55	186	210

Additional Information

STAFFING: 1 Public Safety Director (Police/Fire Chief)
 3 Fire Captains
 3 Fire Engineers
 2 Paid Call Firefighters 4 Position Vacant



GUADALUPE FIRE DEPARTMENT



Special Assignments / Coverage:

- Food Distribution (10/06)
- Kids Day in the Park (10/08)
- The Great Shakeout Drill (McKenzie) (10/20)
- The Great Shakeout Drill (Mary Buren) (10/20)
- Fire and Halloween Safety Presentation (Maggie Espinoza Daycare) (10/21)

CODE COMPLIANCE CASES

October 2022

INCIDENT TYPE	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Business License (GMC 5.04.040)	0	0	0	0
Litter Accumulation (GMC 8.12.020)	0	1	1	0
Abatement of Weeds and Rubbish (GMC 8.16.010)	1	0	11	0
Working Without Permits (GMC15.04.020)	0	1	1	0
Address Number (GMC 15.08.020 (505.1))	2	3	10	0
Complaints (No Violation Found)	3	3	6	2
Apartment Inspections	0	0	1	0
Yearly Business Inspections	6	7	36	8
Other	0	0	6	8
TOTAL	12	15	72	21
Complaints Received	3	2	7	4

Miscellaneous

	This Month	Last Month	Year to Date (2022-2023)	Year to date (2021-2022)
Visitors	11	13	87	96
Public Relations	5	4	16	9
School Visits	1	2	4	0



GUADALUPE CODE COMPLIANCE

TO: PUBLIC SAFETY DIRECTOR, MICHAEL CASH
FROM: CODE COMPLIANCE OFFICER, JOSUE MERAZ
SUBJECT: MONTHLY SUMMARY OF CODE ENFORCEMENT CASES
 OCTOBER 1, 2022 – OCTOBER 31, 2022

DATE: 11/01/2022

CODE ENFORCEMENT CASES

INCIDENT TYPE	This Month	Last Month	Year to Date (2020-2021)
Business License (GMC 5.04.040)	0	0	3
Animal Nuisance (Odor, Noise) (GMC 6.04.100 (A,E))	0	4	8
Fowl, Livestock and Wild Animals (GMC 6.04.210)	0	0	2
Litter Accumulation (GMC 8.12.020)	0	1	11
Abatement of Weeds and Rubbish (GMC 8.16.010)	0	0	12
Burning Garbage Prohibited (GMC 8.12.150)	0	0	0
Unlawful Property Nuisance (GMC 8.50.070)	1	4	18
Graffiti Abatement (GMC 9.07.060)	0	0	2
Abandoned Vehicles/ Vehicle Covers (GMC 10.36.010)	0	2	19
Portable/fixed basketball goals (GMC 10.48.050)	0	0	0
Parking of large vehicles/trailers (GMC 10.24.190)	0	0	3
Wall,Fence,or Hedge Requirements (GMC 18.52.121)	0	0	0
Working Without Permits (GMC15.04.020)	2	3	10
Address Number (GMC 15.08.020 (505.1))	0	0	0
Illegal Garage Conversion (GMC 18.08.120, 18.08.160)	0	0	0
Damage Fence (GMC 18.52.125)	0	0	1
Parking on Front Yard Setback (GMC 18.60.035)	0	0	8
Trailers/Mobile homes as living space (GMC 18.56.030)	0	0	1
Residential Solid Waste Collection (GMC 8.08.070)	0	0	2
Landscape Maintenance Required (GMC 18.64.120)	1	1	16
Discharge of illegal fireworks (GMC 8.24.020)	0	0	8
72hr Parking	2	8	64
Code 60 Citations	0	2	24
TOTAL	6	25	212
Complaints Received	6	12	71

Miscellaneous	This Month	Last Month	Year to Date (2020-2021)
Visitors	0	0	0
Public Relations (Food distribution, Covid Vaccination)	1	1	10
School Visits ()	0	0	0



HUMAN RESOURCES MONTHLY REPORT

October 2022

RECRUITMENT

Finance

At the regular 10/25/22 meeting, City Council approved the 30-hour Finance Clerk job description. Recruitment began immediately. Interviews planned for mid-November.

Reclassification of Business Manager position and reorganization proposed for the first Council meeting in November.

Emergency Preparedness Coordinator

Resumes/applications have all been screened with panel interviews scheduled for last week in November. Funding for this position will be discussed when the mid-year review occurs.

Human Resources

Teg Butler, Human Resources Manager, started on Monday, 10/31/22. The last day for Amelia Villegas, Interim HR Manager, will be Wednesday, November 30, 2022.

Police

Position was posted back in September. One candidate is beginning backgrounds. A second candidate is scheduled to attend a POST recertification class in Orange County in February. Others who applied will be contacted regarding their status.

Public Works

The Public Works Intern position had been posted at Cal Poly. Currently, the position is on hold pending further review.

Recreation/Facilities

On 10/24/22, an offer had been extended to a candidate for the new Lead Maintenance Worker/Facilities & Parks. Reference checking and post-offer processes were being completed. (On 11/4/22, candidate rescinded his acceptance.)

Recruitment for one (1) Building Attendant began with postings on 10/24/22.

Notices for two (2) Recreation Commissioners were posted.

WORKERS' COMPENSATION

One employee remains out on temporary disability with a hip injury. A qualified medical evaluation (QME) has yet to be scheduled. Periodic follow-up appointments are scheduled with Akeso, City's local health clinic. Workers' compensation approved physical therapy, too.

One claim should be close to the end of a "90-day delay" period. The employee had an appointment for a QME on 10/26/22. Results are not expected for possibly 60 days.

CJPIA notified us that they have contracted with a new workers' compensation carrier. The change will take effect 1/01/2023. This will be a significant change as CJPIA's workers' comp carrier was York for many years which was bought out several years ago by Sedgwick. The claims staff didn't change with that buyout. The new carrier is Athens. There is no word on whether the claims analysts who have worked on the City's account will go to Athens.

COVID

- There was one (1) employee who tested positive and followed the proper protocols once advised. It was reported to HR, after the fact, that two (2) employees tested positive and returned to work without following protocols. An email was sent to all employees with a reminder of the City's protocols should someone test positive or if someone is exposed. Recognizing that some Covid restrictions have been lifted, the City's protocols have not. The City is following the protocols and procedures from Santa Barbara County Public Health Department.
- At the end of September, Gov. Newsom signed a bill extending the period for use of the CA supplemental paid sick leave (CA 2022 SPSL). The period initially had expired end of September, but the extension is now through December 2022. No additional sick leave hours are being granted employees. If an employee had a balance of those special

COVID (cont'd)

- supplemental hours at the end of September, those hours can only be used through December 2022. However, if an employee tests positive beginning October 1, 2022, and does not have a balance of those supplemental hours, regular sick leave is to be used.
- At the end of October, San Luis Obispo County case level was low. Case rate per 100,000 is 44 cases; for Santa Barbara County, per 100,000, case rate is 35.
- Current guidelines from both SB and SLO Public Health Departments continue to encourage mask wearing when indoors, but no mask mandate to date.



CITY OF GUADALUPE
918 Obispo Street, Guadalupe CA 93434
Phone: 805.356.3895 Fax: 805.343.0542

Finance Department

MEMO

To: Todd Bodem, City Administrator
From: Anna Marie Santillan Michaud, City Treasurer
Date: November 16, 2022
Subject: Treasurer's Report – October 2022

The primary change(s) in this month's report compared to the prior month is/are as follows:

Revenue –

- State of CA CDBG Reimbursements \$ 284,642.00
- State of CA Water Tank Reimbursements \$ 56,404.00
- CO of SB Housing Authority Guadalupe Ranch Acres \$ 50,658.00

Treasurer's Report
Investments and Cash as of October 31, 2022

Local Agency Investment Fund ("LAIF") Account 98-42-346				\$8,981,860.08
10/13/2022	Interest	QRD	C# 1716555	\$30,561.97
Total Investments				\$9,012,422.05

Cash

Checking Account 155-503815 ("Warrant Account")				\$3,078,530.08
Checking Account 155-003261 ("Payroll Account")				303,361.11
Total Cash				\$3,381,891.19

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

The following is a summary of the City's cash and investments as of October 31, 2022 compared with the prior month.

Investments and Cash	September 30, 2022	October 31, 2022
Investments	8,981,860.08	9,012,422.05
Cash	2,950,425.92	3,381,891.19
Total	\$ 11,932,286.00	\$12,394,313.24

**** 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: 11/16/2022

Anna Marie Santillan Michaud
Anna Marie Santillan Michaud
City Treasurer



Recreation and Parks
 918 Obispo Street
 P.O. Box 908
 Guadalupe, CA 93434
 Ph: 805.356.3906
 Fax: 805.343.5512

Email: hsanchez@ci.guadalupe.ca.us

RECREATION AND PARKS MONTHLY REPORT
For October 2022

Summary of Rentals/Usage for City Facilities & Parks

FACILITY	THIS MONTH	THIS MONTH LAST YEAR	THIS YEAR- TO-DATE (FY 22/23)	LAST YEAR- TO-DATE (FY 21/22)
Auditorium/Gym	24	1	67	75
O'Connell Park	3	3	55	58
LeRoy Park	27	0	25	23
Senior Center	26	10	81	88
Veterans Memorial Plaza	0	0	5	9
Council Chambers	6	16	21	62
Central Park	0	0	0	0
Veterans Hall	1	3	5	7

Facility Usage

Please see the attachments at the end of the report for all scheduled uses of facilities and parks for the month of November.

LeRoy Park

- Irrigation Line Installation: In the initial plans for the renovation of Le Roy Park there were plans to install another BBQ pit in the back left grass corner of the park. Unfortunately, there was not enough funding to install the pit. That being said, there were never any plans for an irrigation line to be placed there as concrete would have been poured there with no need for irrigation. However, because of the limited funds and no irrigation installation that corner of grass was starting to dry out. On October 20th a new irrigation line was placed in that area to address the issue.
- Fence/Gate Installation: Fence Factory is scheduled to install two access gates, one at the first paved parking entrance and one at the DG parking lot entrance, as well as the additional cedar fencing that separates Le Roy Park from the CAPSLO and Little House by the Park property on November 17th and 18th.

Jack O'Connell Park

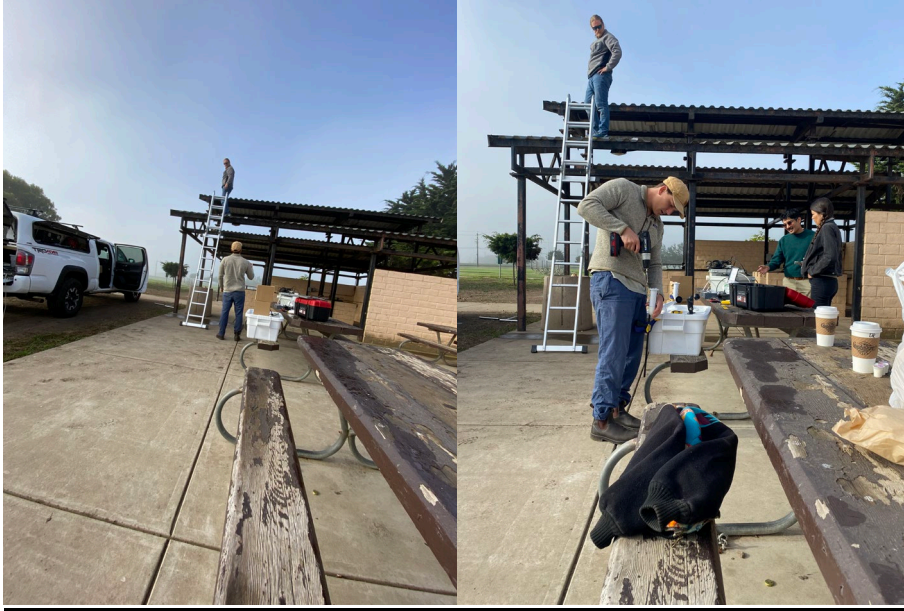
The following was written by Alhan Diaz-Correa who is a climate justice associate for the Community Environmental Council regarding the installation of air quality monitors. "We built 5 monitors to provide community members with minute-by-minute air quality updates, in Spanish and English. This grant includes bilingual meetings to share the air quality findings to parents, students, and community members. This \$300,000 grant is expanding our current network of air monitors, in partnership with the local air district. Currently, SBC-APCD (SB County Air Pollution Control District) provides Purple Air Monitors. The current monitors provide the community with limited air quality data (specifically it has 1 sensor for "Particulate Matter 2.5"). The new monitors that were built include updated sensors to expand what it will test for. These air monitors collect PM 2.5, and will expand to PM 10, VOCs (Volatile Organic Compounds, NOx (Nitrates), wind and temperature readings as well.

We aim to provide the residents in Downtown Guadalupe and west-side Guadalupe (near Jack O'Connell Park) 2 monitors for air-quality monitoring, as well. We are coordinating with the Guadalupe School District Superintendent and their school facilities manager to install 2 monitors at their schools. 1 monitor will also be placed in downtown Santa Maria to provide a reference point.

What additional information would I need to provide to coordinate with you? Blue Tomorrow, a Guadalupe-based intern, and I will provide the required maintenance. The monitors may not require an electrical plug, as the monitors can be provided power through a solar panel. The monitors themselves are rather small and may only need a basic metal pole installed.

We aim to provide analysis as well as a community report. This in turn, can be utilized by the city as they begin development their Climate Action Plan or other future funding. We hope the data, will provide a baseline to better understand future projects and their impacts on Air Quality."

The pictures below were taken for the Jack O'Connell Park Air Quality Monitor installation.



Drop-in Sports for ages 16+

Free Drop-in volleyball and basketball for ages 16+ are currently taking place. **Drop-in volleyball** is being held on Wednesdays from 6:15pm – 8:15pm in the City Hall Auditorium. **Drop-in Basketball** is being held on Fridays from 5pm – 7pm. The location of drop-in basketball varies depending on the availability of the auditorium on Friday nights. Participants ages 16 & 17 must provide a permission slip/liability waiver signed by a parent/legal guardian in order to participate. This form can be found on the Recreation Page of the city website. Go to <https://ci.guadalupe.ca.us/recreation/>

December Events

Color Fusion Walk/Run Part II

A second color run is currently being planned for Saturday, December 10th. The cost will be the same and will include the same registration packet. For this run, there will also be the option of participating in a 10k as well as relay races for children.

GUADALUPE REC & PARKS PRESENTS

COLOR FUSION RUN/WALK II



REGISTRATION FEE \$15

REGISTRATION PACKET INCLUDES:

- COLOR FUSION 5K SHIRT
- CHOICE OF 1 SPORTS DRINK OR WATER
- CHOICE OF 1 SNACK
- 1 INDIVIDUAL COLOR PACKET FOR EVENT
- START COLOR TOSS PARTICIPATION MEDAL

**SATURDAY
DEC. 3, 2022**
CHECK IN 09.00 AM
START 10.00 AM

JACK O'CONNELL PARK
CALLE CESAR CHAVEZ
GUADALUPE, CA 93434

Registration Deadline: Thursday, Dec. 1

FOR QUESTIONS OR HELP WITH REGISTRATION CONTACT HANNAH SANCHEZ, RECREATION SERVICES MANAGER VIA EMAIL HSANCHEZ@CI.GUADALUPE.CA.US

City Christmas Light Contest

The Recreation and Parks Department will be organizing a city-wide Christmas Light Contest. Nominations for various categories will be accepted from Nov. 23rd to Dec. 15th. To nominate a residence within city limits, residents should email up to three photos of the illuminated display, the address and a contact number for the entry if available to hsanchez@ci.guadalupe.ca.us. The nominations will be presented to the Recreation and Parks Commission to choose the winners. This will be done at the January Recreation and Parks Commission meeting. More details to come.

Respectfully,

Hannah Sanchez
Recreation Services Manager

October 31, 2022

Monday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

November 1, 2022

Tuesday

9:00 AM - 12:00 PM Traffic Safety Class -- City Council Chambers

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

6:00 PM - 8:00 PM Recreation Commission Meeting -- City Council Chambers

November 2, 2022

Wednesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

5:00 PM - 8:00 PM McKenzie Basketball Game -- Auditorium

6:30 PM - 8:30 PM Narcotics Anonymous -- Senior Center

November 3, 2022

Thursday

10:00 AM - 1:00 PM Foodbank Distribution -- Senior Center

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

November 4, 2022

Friday

11:00 AM - 1:00 PM **Senior Meal Program -- Senior Center**

3:30 PM - 5:00 PM **LADG Meeting -- Senior Center**

5:00 PM - 8:00 PM **Private Event Set Up -- Auditorium**

November 5, 2022

Saturday

12:00 PM - 10:00 PM **Private Event -- Auditorium**

November 7, 2022

Monday

9:00 AM - 11:00 AM **Election Polling Set Up -- Veteran's Hall**

11:00 AM - 1:00 PM **Senior Meal Program -- Senior Center**

5:00 PM - 8:00 PM **McKenzie Basketball Game -- Auditorium**

November 8, 2022

Tuesday

7:00 AM - 8:00 PM **National Election Polling -- Veteran's Hall**

11:00 AM - 1:00 PM **Senior Meal Program -- Senior Center**

3:45 PM - 6:00 PM **McKenzie Basketball Practice -- Auditorium**

6:00 PM - 10:00 PM **City Council Meeting -- City Council Chambers**

November 9, 2022

Wednesday

11:00 AM - 1:00 PM **Senior Meal Program -- Senior Center**

November 9, 2022 Continued

Wednesday

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

6:30 PM - 8:30 PM Narcotics Anonymous -- Senior Center

November 10, 2022

Thursday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

5:00 PM - 8:00 PM McKenzie Basketball Game -- Auditorium

November 11, 2022

Friday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

November 12, 2022

Saturday

9:00 AM - 12:00 PM VVA Monthly Meeting -- Veteran's Hall

10:00 AM - 4:00 PM Touch of Style Car Show -- Le Roy Park

November 13, 2022

Sunday

1:00 PM - 6:00 PM Private Event -- Auditorium

1:00 PM - 4:00 PM Bulldogs-Cheerleaders -- Le Roy Park

November 14, 2022

Monday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

5:00 PM - 8:00 PM McKenzie Basketball Game -- Auditorium

November 15, 2022

Tuesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

November 16, 2022

Wednesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

6:30 PM - 8:30 PM Narcotics Anonymous -- Senior Center

November 17, 2022

Thursday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

November 18, 2022

Friday

10:00 AM - 3:00 PM HR Interviews -- City Council Chambers

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

6:00 PM - 9:00 PM Private Event Set Up -- Auditorium

November 19, 2022

Saturday

10:00 AM - 11:00 PM Private Event -- Auditorium

2:00 PM - 5:00 PM Private Event -- Le Roy Park

November 20, 2022

Sunday

10:30 AM - 11:30 AM

Private Event -- Le Roy Park
Time TBD

November 21, 2022

Monday

10:00 AM - 11:00 AM

Public Works Meeting -- City Council Chambers

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

November 22, 2022

Tuesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:00 PM - 10:00 PM

City Council Meeting -- City Council Chambers

November 23, 2022

Wednesday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

6:30 PM - 8:30 PM

Narcotics Anonymous -- Senior Center

November 24, 2022

Thursday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM

McKenzie Basketball Practice -- Auditorium

November 25, 2022

Friday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

November 28, 2022

Monday

10:00 AM - 3:00 PM HR Interviews -- City Council Chambers

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

5:00 PM - 8:00 PM McKenzie Basketball Game -- Auditorium

November 29, 2022

Tuesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

November 30, 2022

Wednesday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

6:30 PM - 8:30 PM Narcotics Anonymous -- Senior Center

December 1, 2022

Thursday

11:00 AM - 1:00 PM Senior Meal Program -- Senior Center

3:45 PM - 6:00 PM McKenzie Basketball Practice -- Auditorium

5:00 PM - 8:00 PM McKenzie Basketball Game -- Auditorium

December 2, 2022

Friday

11:00 AM - 1:00 PM

Senior Meal Program -- Senior Center



CITY ADMINISTRATOR'S REPORT

November 22, 2022

(Information below may be subject to change)

1. **Dianne Feinstein Field Meeting**

Senator Feinstein's Field Representative was instrumental, along with Congressman Carbajal's staff, in getting the \$1.7M grant for the Phase II of Le Roy Park. She recently met with city staff at Le Roy Park to check in on Phase II and about other City topics.

Recap of our conversation below:

- Grant applications: If the City is applying for any federal grant, the city needs to reach out to the office to request a letter of support from the Senator for the grant application.
- Earmarks (known as "congressionally directed spending/CDS" in the Senate and "community project funding" in the House): In previous years the application process has happened very quickly. The application portal usually opens late March/early April and closes about a week or two later. Again, I was told, and they want to caution the city that process is very competitive, and these funds may not be available next year due to possible changes in Congressional leadership. If the city is interested in submitting a CDS request to their office, they are happy to walk us through the process and provide a status update; If the city is interested, they advise us to reach out to them about this in February or early March of next year. For now, I have a very general guide created by the Bipartisan Policy Center that may be helpful, if anyone wants to see it, please stop by the City Administrator's office.

According to the field representative, it might be difficult to be awarded another grant next year as the city received two recently. The Federal government likes to spread geographically spread the project around.

2. **Finance Director Interim (Est.3 Months)**

The City is looking to fill the Finance Director to handle day-to-day tasks for the next three (3) months on an interim basis until a permanent replacement is hired. City staff is close to finding an interim person to manage the Finance Department. The permanent Finance Director is currently being advertised. For the duties and responsibilities for the months of January through March, please see below, in general priority order:

- **January**
 - o State Controller's report due Jan 31st (Lorena will try my best to get ahead on this)

- o Mid-Year budget review and projections (Lorena will try her best to get the templates going)
 - o Reconciling between both accounting software and preparing journal entries
 - o SAMs DUNs renewal
 - o Quarterly reports (Possessory Interest usage report due 2/15, SMIP report due 1/31, Building Standards report, due 1/31, AB 286 and SB186 reports due 1/31)
 - o Monthly report to council
 - o Review of payroll
- **February**
 - o Oversee the go-live of the financial modules of Tyler (scheduled for February 13th, Angie will lead this, but in case she may need guidance)
 - o Monthly report to council
 - o Review of payroll
- **March**
 - o Presentation to Council for the audit ending June 2022, along with the Single Audit
 - o Begin preparation of the ARPA annual report
 - o Begin preparation of the Use tax return filing
 - o Monthly report to council
 - o Review of payroll

3. Cycle 6 Housing Element

Cal Poly Professor Cornelius Nuworsoo has begun doing background research regarding the Cycle 6 Housing Element and will schedule a project kick-off meeting (Time TBD).

4. Escalante Meadows Update

The Standard Agreement by all parties including the city of Guadalupe has executed the HCD agreement; therefore, the SB Housing Authority is very close to the financial closing for Escalante Meadows anticipated for 11/18.

5. Cannabis Cost Recovery and Community Benefit Update, etc.

City staff is in the process of creating an initial draft of a staff report for the city council and is working with HdL to fill in the blanks (process, timelines, etc.). Staff is going to schedule a meeting going forward as we need to chat about next steps now that contract has been executed. The city already has draft documents prepared, related to Objective 1 (Cost Recovery Fee Analysis) and Objective 2 (Draft Community Benefit Agreements) of the new contract approved on November 8.

Objective 1:

- a. Guadalupe Cost Recovery – Model that estimates appropriate rates to charge for the community benefit agreement fee, annual regulatory fee, and pre-license site inspection fee. The estimated fees are based upon various assumptions built into the supporting tabs and duties.

- b. Guadalupe Fee Study – Letter that could be used as a “Council Letter” when presenting the proposed fees.

Objective 2:

Draft Community Benefit Agreement (CBA) – HdL helped create a draft community benefit agreement for other cannabis operators. HdL expects staff will have a significant number of changes after review. Once the CBA has been finalized, it can be used as a template for our retail operators as well.

6. Measure Z 2022 Transient Occupancy Tax

Measure Z missed by 1 vote as the voters did not approve the City of Guadalupe's Transient Occupancy Tax, imposed on occupants of hotels, short-term rentals, and campgrounds, from 6% to 10%. City staff will recommend this going on the next ballot for voter consideration.

7. Pasadera 18 Acre Commercial Developers (Monterey, CA)

The City Administrator contacted a Monterey, CA developer who is interested in having a conversation with them about possible economic development opportunities in Guadalupe. They are interested in having another deeper discussion about the 18-acre commercial development next to the phased residential development (Pasadera) in progress leaving a swath of land along W Main St (166) available for commercial development. We initially talked about all the off-site improvements and Caltrans involvement and see how that may pencil's out.

More to come on this possibility.....

8. HWY 1/166 Project Coordination Status

Caltrans District 5, Meg Henry, contacted city staff regarding the Hwy 1/166 intersection, discussing how that project relates to the traffic being generated by the Pasadera development and the analysis provided in the June 2022 in a Network Design Memo.

Following up on an August 4 meeting, it was determined that Caltrans (and not SBCAG) would prepare the cost estimate which you asked about during the meeting. To prepare viable cost estimate, Caltrans project oversight design team is preparing an overview plan from which to estimate (based on discussions in the Network Design Memo).

Due to the district's current heavy workload delivering broadband middle mile, their estimated date to have the cost estimate for discussion is mid- to late February 2023. Once they come closer to that time and have a concrete date by which they expect to have an estimate completed, they'll reach back out to schedule a meeting with city staff and SBCAG.



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022

Bill Scott

Todd Bodem

Prepared by:
Bill Scott, Contract City Planner

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public hearing to consider a conditional use permit (2022-037-CUP) for Hwy 1 General Auto Repair, an automotive repair shop with associated outdoor vehicle staging area on property in the M-C (Industrial Commercial) zoning district at 333 and 363 Guadalupe Street.

EXECUTIVE SUMMARY:

This item was continued from the October 25, public hearing to allow the Public Safety Director time to visit the site and the neighboring properties abutting the segment of the alley in the block extending between Second Street and Fifth Street and assess fencing issues at 333/363 Guadalupe Street. The Public Safety Director has concluded that: 1) the existing chain-link fence at the backside of 333/363 Guadalupe Street property is “in overall good shape with some maintenance needed;” and 2) under the provisions of the Fence Ordinance, if the City Council wishes to require additional fence improvements (e.g., solid visual screening), the current discretionary review for this conditional use permit would be the appropriate time to require such an improvement. The Public Safety Director did not report of any unique security concerns in the area. The Public Safety Director’s report is provided as Attachment 5 to this staff report. Furthermore, during a recent site visit, Planning staff observed that the coils of razor wire that are conditioned to be removed from the top of the fence (Condition #6), has already been removed by the property owner. Additionally, several unsightly articles of clutter such as a rusting and apparently inoperable vehicle and other dust-covered surplus clutter has been removed from the backside of the property. Thus, Planning staff believes that the visual appearance of the property is greatly improved, and with the exception of additional maintenance to existing fence, the primary focus of this conditional use permit should be returned to consideration of legalizing the unpermitted automotive repair business.

The project is an application for a conditional use permit (CUP) to allow an auto repair business in an existing 3,500 square-foot garage. The request includes approximately 3,000 square feet to be used for temporary outdoor vehicle storage and customer parking (Attachment 2 – Aerial Site Map). The applicant has moved into the space and started operating without benefit of a conditional use permit. Municipal Code Section 18.40.030(C) specifies an automotive repair service requires review and approval of a conditional use permit in the M-C (Industrial Commercial) zoning district.

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. 2022-92 approving 2022-037-CUP, including CUP Findings, CEQA Class 32 Exemption and Conditions of Approval.

BACKGROUND:

The applicant is requesting City Council approval of a conditional use permit to legally establish Hwy 1 Auto Repair in an existing garage at 333 and 363 Guadalupe Street (Attachment 2 – Site Plan). This application for a CUP is the result of a City administrative citation for operating an automotive repair business without benefit of a required conditional use permit or a City business license. Municipal Code Section 18.40.030 (C) specifies approval of a conditional use permit is required to allow an automotive repair business in the M-C (Industrial Commercial) zoning district. The owner submitted the application and fees on April 25, 2022.

DISCUSSION:

Project Description

The project site extends across the rear portion of two adjoining properties at 333 and 363 Guadalupe Street. The garage is in the back portion of a larger building identified as the *Andres Reality Reserve and Creamery Building*. The building is located on the property at 333 Guadalupe Street. An outdoor area, approximately 3,000 square-feet in size, is used to temporarily place the vehicles in line to be serviced. Most of the vehicle staging area and the customer parking is located on the adjoining property to the north at 363 Guadalupe Street. The landowners of both properties have provided written authorization for use of the properties by the applicant (Attachment 4).

A twenty-foot-wide alley abuts the west side of the garage and vehicle storage area. The backyards of single-family homes are beyond the alley to the west. Various quasi-industrial/commercial uses in the M-C (Industrial Commercial) district are to the north and south of the subject properties. To the east, across Guadalupe Street, is the Amtrak Train station and transit center.

Table 1: Site Information

Location	333 and 363 Obispo Street (rear portion)
APNs	115-163-002 and 003 (rear portion)
Zoning	M-C, Industrial Commercial Zoning District
Land Use Designation	General Commercial
Project size	6,500 SF portion of two lots that total 1.9 total acres
Present Use	Hwy – 1 Auto Repair/mostly vacant Building
Surrounding Uses	North: M-C, existing industrial/commercial South: M-C, existing industrial/commercial East: G-I, existing commercial/Guadalupe Train Station West: R-I, existing residential

CONFORMANCE TO THE ZONING CODE:

Parking: Municipal Code Section 18.60.050(D)(4) specifies auto repair shops should typically provide three (3) parking spaces for each service bay. During a recent site visit, staff observed vehicles in four work areas. Based on the above, a total of twelve (12) parking spaces would typically be required. The applicant has currently reserved three spaces for customer parking. The applicant has advocated that most of the customers receive rides to the facility to drop-off and pick-up their vehicles. No customers were present during several site visits. Therefore, staff concurs that at this time, three parking spaces appears to be sufficient to meet the current parking needs. Furthermore, the location of the auto repair business is isolated at the back side of the larger property. Thus, there is virtually no likelihood for any parking impact upon neighboring properties. The project is conditioned that, if at any time it is determined additional parking is needed, site or operational modifications could be required to accommodate additional parking spaces. Such modifications could include adjustments to the vehicle storage area, to accommodate more parking spaces. Staff believes as proposed, parking provided is adequate and no adverse parking impacts are anticipated.

Outdoor Vehicle Storage: Approximately 3,000 square-feet has been established for short-term storage of the vehicles in line to be serviced by the mechanic, or to be picked-up by customers. The Municipal Code makes a distinction between short-term storage associated with an auto repair business and the more intensive longer-term storage, associated with a storage yard. For the purposes of this conditional use permit storage of the vehicles is intended to be temporary and associated directly with the automotive repair business. The long-term storage of inoperable, disused, or dismantled vehicles is not permitted by this conditional use permit.

Fencing: As noted, a chain-link fence is existing along the common boundary between the alley and the westerly side of the project site. Municipal Code Section 18.52.123 sets a high standard for the appearance of walls and fences in the City. In this case, Planning staff has determined that the fence is in fair to moderate condition. Although the appearance of the fence would not appear to meet the “high standard” set by Code Section 18.52.123, given its location at the rear portion of the property, the existing fence is recommended to remain with maintenance. A part of the intent of Code Section 18.52.123 is specifically expressed as follows: *“Fences shall not detract from neighboring properties...”*

The most visually unattractive part of the fence is the sagging three-strand barbed-wire, and the coils of razor wire that had been placed at the top of the fence. Staff believes the razor wire detracted visually from the livability of the nearby residences. The project was conditioned to require the removal of the razor wire. However, as of the preparation of this staff report, the razor wire had already been removed. At no time should the razor wire be replaced. The three-strand barbed wire will be allowed to remain but the rusted and sagging barbed-wire sections should be replaced and tightly restrung to improve its worn and sagging appearance.

General Site Maintenance: Although the primary focus of this permit is to legalize the unpermitted auto repair business at the rear of the properties, staff has observed that the appearance at the front of the properties also warrants attention. There are bare areas where ground cover has dried-up or is missing, and shrubs and landscaped area need maintenance. Staff has noted that directly across Guadalupe Street is the Amtrak station, which now serves as the transit stop for the Guadalupe Flyer and is thus a part of a prominent “gateway” corridor in the City. The project has been conditioned to require the

property owner to complete some basic landscape maintenance improvements within 90-days of approval of this conditional use permit.

GENERAL PLAN CONSISTENCY:

The M-C (Industrial Commercial) zone is applied a General Commercial General Plan land use designation. The Land Use Element of the General Plan specifically recognizes automotive services among the variety of uses envisioned for the General Commercial land use designation, it states: *The businesses encouraged within this district usually include motels, automobile services and restaurants, in addition to other types of commercial activities.* The proposed use is among the uses stated as appropriate for this location; and would support General Plan objectives to encourage small business in the City.

Commercial Policy #12 – “Commercial Areas shall be served by public utility infrastructure without detriment to existing systems.”

The project is located within an established inner-City portion of Guadalupe where municipal services and facilities are already in place. Thus, the project is consistent with this objective.

-Land Use Policy #2– “To manage development to reduce construction and maintenance costs, improve infrastructure efficiency, prevent urban sprawl support community preferred lifestyles and maintain property taxes.”

The proposed project has would make utilization of an underutilized commercial property on an infill site where facilities and services are in place. The business would provide convenient services to residents who live near the facility. Thus, the project would promote for the efficient use of land and public and private resources.

CEQA REVIEW:

The current project was evaluated for consistency with CEQA, and a Categorical Exemption (Class 32) was prepared for the project. This section is used when a project is considered an “infill” development. To utilize this exemption, the project must be consistent with applicable General Plan policies (see discussion above), the project is within the City limits and is not more than five acres in size, the site has no value for habitat for rare, endangered or threatened species, the project will not have any significant effects relating to traffic, noise, air quality, or water quality, and finally the site can be adequately served by all required utilities and public services. Since the project met all these criteria, the Class 32 exemption is appropriate.

PUBLIC NOTICE:

Staff published the required Public Hearing Notice in a newspaper of general circulation on October 14, 2022. Copies of the Public Hearing Notice were also mailed to property owners and occupants within a 300-foot radius of the subject property. The notice identified the City Council meeting on October 25, 2022. The Public Hearing was continued from the October 25th Council meeting to the Council meeting of November 22nd by the City Council, so no additional public notice was required aside from the Brown Act’s 72-hour notice for Council meeting agendas.

CONCLUSION:

This conditional use permit will legally establish Hwy 1 General Automotive Repair in this location at 333 and 336 Guadalupe Street. As conditioned the project will allow for the continuation of this neighborhood serving small business; and yet will ensure the facility operates in a manner that meets applicable safety standards and is a good and compatible neighbor with the surrounding land uses.

ATTACHMENTS:

1. Resolution No. 2022-92
2. Aerial Site Map
3. Project Plans
4. Property Owner Letter Authorizing Use of 333 and 363 Guadalupe Street.
5. Public Safety Director's Report with Fence Ordinance

RESOLUTION NO. 2022-92

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, APPROVING
A NOTICE OF EXEMPTION AND A CONDITIONAL USE PERMIT FOR HWY 1 GENERAL AUTO
REPAIR (2022-037-CUP)**

WHEREAS, Mr. Antonio A. Carrillo (the “Applicant”) submitted an application for a conditional use permit (2022-037-CUP), to legalize an unpermitted automotive repair business with associated temporary vehicle storage on the properties identified as 333 and 363 Obispo Street (APNs 115-163-002, and 115-163-003); and

WHEREAS, the properties are located in the M-C (Industrial Commercial) zoning district and Municipal Code Section 18.40.030(C) requires review and approval of a conditional use permit to allow an automobile repair and storage use in the M-C (Industrial Commercial) zone; and

WHEREAS, the City Council held a duly-noticed public hearing on November 22, 2022, 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 was also mailed to all property owners within 300 feet of said property; and

WHEREAS, the City Council adopts the findings made pursuant to the California Environmental Quality Act (attached as Exhibit 1 to this Resolution); and

WHEREAS, after taking public testimony and hearing evidence from City staff, the City Council finds, pursuant to the Findings attached to this Resolution as Exhibit 2 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.

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

SECTION 1. The City Council approved the Notice of Exemption (attached as Exhibit 1 to this Resolution).

SECTION 2. The Findings set forth in Exhibit 2 to this Resolution are true and correct and reflects the independent judgement of the City Council with regard to the conditional use permit, which are hereby adopted and incorporated herein by this reference.

SECTION 3. The conditional use permit 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 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 22nd day of November 2022 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. 2022-92**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, 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

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: Hwy 1 General Auto Repair

Project Applicant: Antonio A. Carillo

Project Location-Specific: 333/363 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 legally establish an existing auto repair facility in an existing garage and associated outdoor storage of vehicles awaiting repair, on a total of approximately 6,500 square feet, on two adjoining parcels totaling 1.9-acre. This project is deemed minor in nature.

Name of Public Agency Approving Project: Guadalupe City Council

Name of Person or Agency Carrying Out Project: Antonio A. Carrillo

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: Section 15032 (Class 32)**
- General Exemption (Section 15061(b)(3))

Reasons why project is exempt:

The primary auto repair business will occur within an enclosed garage. The building is already existing. No new construction is proposed or would occur in association with the project. An outdoor area, roughly 3,000 square-feet in size, is designated for parking and staging of vehicles waiting to be serviced or picked-by customers. The project is of negligible size on an already developed site; within an urbanized portion of the City of Guadalupe. There are no protected habitat areas in or near the project vicinity. After reviewing this minor project 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.

Contact Person: Bill Scott (Area Code) Phone Number/Ext: (805) 478-4778

Signature: _____ Title: Contract City Planning

Date received for filing at County Clerk's Office: _____

**FINDINGS FOR APPROVAL
CONDITIONAL USE PERMIT (2022-037-CUP)
HWY 1 GENERAL AUTO REPAIR**

1.0 CEQA Findings

1.1 CONSIDERATION OF THE CEQA EXEMPTION AND FULL DISCLOSURE

The City Council has considered the Categorical Exemption (Class 32) together with the comments received and considered during the public review process for the project. The Categorical Exemption have been completed in compliance with CEQA and is adequate for this proposal.

1.2 FINDING OF NO SIGNIFICANT EFFECT

On the basis of the whole record, 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 CONDITIONAL USE PERMIT FINDINGS

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

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

The property has a General Commercial General Plan land use designation. The Land Use Element of the General Plan specifically recognizes automotive services among the variety of uses appropriate in the General Commercial land use designation, it states:

The businesses encouraged within this district usually include motels, automobile services and restaurants, in addition to other types of commercial activities. Thus, this automotive repair service is among those uses recognized as appropriate for this site designated under the General Commercial land use designation and zoned for M-C (Commercial Industrial) use. Furthermore, the proposed project has would make utilization of an underutilized commercial property on an infill site. The business would provide convenient services to residents who live near the facility. Thus, the project would promote for the efficient use of land and public and private resources. This is consistent with Land Use Policy #2 which states: "To manage development to reduce construction and maintenance costs, improve infrastructure efficiency, prevent urban sprawl support community preferred lifestyles and maintain property taxes."

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

The project has been designed and conditioned to ensure its operations will function in harmony with the neighboring residential properties. Conditions have been applied to limit work to indoor areas, ensure proper disposal of waste materials; and visual standards will restrict outdoor storage, remove unsightly razor wire, and landscape and other visual improvements will be completed. Based on the above, the project will not be detrimental to the health, safety, and general welfare of the persons residing or working in the neighborhood. The use will not be injurious or detrimental to property and in the neighborhood or to the general welfare of the City.

**CONDITIONS OF APPROVAL
HWY 1 GENERAL AUTO REPAIR
(2022-037-CUP)**

GENERAL CONDITIONS

1. Project Description: Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Application No. 2022-037-CUP, shown in the project plans on file with the City of Guadalupe. The project includes approval of an automotive service and repair business within an existing garage. Adjacent to the north side of the garage is an area roughly 3,000 square-feet in size, that is designated for associated temporary vehicle storage and parking. Three parking spaces are provided. The existing garage contains up to four vehicle work areas. As a part of the business operation, customers typically are provided rides to drop-off and pick-up their vehicles. The vehicles in the staging area are those waiting to be repaired or serviced and will be rotated through the shop within a reasonable timeframe. No salvage or storage yard or automobile wrecking operations are approved by this conditional use permit. The activities and uses shall operate and within the locations as shown on the approved Plans dated, September 1, 2022, attached hereto, and incorporated. Deviations may require amendments to the permit, including CEQA review. Deviations without the above-described approval will constitute a violation of the permit approval.
2. Legal Challenges: In the event that 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 approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the City and substitute conditions may be imposed.

PLANNING DEPARTMENT CONDITIONS

3. Visual Site Improvements: The front area of the property currently exhibits a degree of disrepair and lack of maintenance. The site is directly across the street from the Amtrak station, which now serves as the transit stop for the Guadalupe Flyer and is thus a “gateway” corridor in the City. Within 90-days of approval of this conditional use permit the property owner shall complete the following:
 - remove weeds from driveways.
 - prune/trim large bushes.
 - sweep dirt off sidewalk.
 - Place drought tolerant groundcover in the area occupied by lawn; or otherwise maintain existing lawn in green and living condition.

- Place one or two drought tolerant specimen plants in middle of lawn area to improve appearance.
- Install drought tolerant shrubs in the dirt area at the front of the building at 363 Guadalupe Street.

In accordance with Municipal Code Section 18.64.120 all landscaped areas are to be maintained by the property owner in perpetuity.

4. Hours of Operation: Hours of operation shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday.
5. Outdoor Storage Prohibited: Long-term-storage of inoperable vehicles or storage dismantled vehicles is not approved under this conditional use permit.
 - a. *Vehicle Staging Area*: An outdoor area, approximately 3,000 square-feet in size is provided to accommodate the short-term storage; and primarily temporary storage of the vehicles dropped off for servicing and the vehicles awaiting customer pick-up. Short-term storage shall be limited to the areas as shown on the approved Site Plan.
 - b. *General Site Maintenance*: Outdoor Areas shall be maintained in a clean and orderly manner. Vehicles in the staging area shall not be haphazardly located but shall be arranged in a well-organized manner only within the designated staging area. The site shall be maintained free from unused or unnecessary materials and shall remain free from weeds and litter.
6. Razor Wire Prohibited: A chain link fence is existing along the common boundary between the alley and the vehicle staging area is permitted to remain. However, the worn and misshapen razor wire shall be removed from the top of the fence. Once removed the razor wire shall not be replaced. The existing three-strand barbed-wire shall be allowed. Any barbed wire shall be tightly strung free from breakage and drooping or rust. Windblown debris or litter shall be promptly removed from fencing.
7. Hazardous Materials: Use and storage of hazardous materials are limited to those small amounts of materials associated with this three-service bay automotive repair business. All hazardous waste materials shall be properly disposed of in full accordance with state and City requirements, including but limited to Guadalupe Health and Safety Code Section 18.12.130.
8. Parking: Three (3) parking spaces are provided. This CUP recognizes, most customers will receive rides to the facility to drop-off their vehicles to be serviced and to pick-up their repaired vehicles.
 - a) If at such time it is determined by the City that additional parking is needed, a site or use modification shall be required by the applicant. As an example,

additional parking spaces could be required within the vehicle staging area or elsewhere on the property. The site or use modification shall provide additional parking spaces to satisfy the additional parking needs as specified by Municipal Code standards.

9. Business License: A Business License is required. The applicant shall obtain a City Business License within 30-days of approval of this conditional use permit.
10. Fees: Prior to Zoning Clearance, the applicant shall pay all applicable permit processing fees in full, including but not limited to building permit fees.
11. Zoning Clearance: No Building Permit shall be issued until a Zoning Clearance has first been issued by the Planning Department for the As-Built construction as well as the solar project.
12. Landscape Maintenance: In accordance with Municipal Code Section 18.64.120, 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.
13. 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's time.
14. 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 inspectors and planning staff will spot check and respond to complaints.

BUILDING DEPARTMENT CONDITIONS

15. Restroom: A restroom is required to be provided for the automotive repair garage employees. [C.P.C., §422].
16. Flammable Materials: Any Flammable or Combustible Liquids used or stored in the building shall not exceed the maximum allowable quantities per control area as indicated in the California Building Code (C.B.C.) Table 414.2.5(2), provided that the

materials are displayed and stored in accordance with the California Fire Code. Control areas shall comply with C.B.C., §414.2.1 through 414.2.5 and the California Fire Code.

17. Control Area: Control areas shall be separated from each other by fire barriers constructed in accordance with C.B.C. §707 or horizontal assemblies constructed in accordance with C.B.C. §711, or both as applicable. [C.B.C., §414.2]
18. Building Permit: 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 any new construction.

FIRE DEPARTMENT CONDITIONS

19. CFC 304.3.4 Dumpsters: Capacity of 1 cubic yard or more. Dumpsters with an individual capacity of 1.0 cubic yard [200 gallons] or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, or combustible roof eave lines.
20. CFC 305.1 Clearance from ignition sources: Clearance between ignition sources, such as luminaires, heaters, flame-producing devices, and combustible materials, shall be maintained in an approved manner.
21. CFC 311.2.3 Fire separation: Fire-resistance-rated partitions, fire barriers and fire walls separating vacant tenant spaces from the remainder of the building shall be maintained. Openings, joints, and penetrations in fire-resistance-rated assemblies shall be protected in accordance with Chapter 7.
22. CFC 315.3 Storage in buildings: Storage of materials in buildings shall be orderly and stacks shall be table. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.
23. CFC 315.3.1 Ceiling clearance: Storage shall be maintained 2 feet or more below the ceiling in non-sprinklered areas of buildings or not less than 18 inches below sprinkler head deflectors in sprinklered areas of buildings.
24. CFC 315.3.2 Means of egress: Combustible materials shall not be stored in exits or enclosures for stairways and ramps
25. CFC 315.4 Outside storage: Outside storage of combustible material s shall not be located within 10 feet of a lot line.
26. 407.2 Safety Data Sheets: Safety Data Sheets (SDS) for all hazardous materials shall be either readily available on the premises as a paper copy, or where approved, shall be permitted to be readily retrievable by electronic access.

27. 503.3 Marking: Where required by the fire code official, approved signs or other approved notice or markings that include the words NO PARKING-FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof
28. CFC 503.4 Obstruction of fire apparatus access roads: Fire apparatus access roads shall not be obstructed in any manner including the parking of vehicles.
29. GMC 15.08.020 (503.6.2) Manually Operated Gates: All manually operated gates installed across required fire access roads or pathways and which are locked shall have a Knox brand padlock installed. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.
30. GMC 15.08.020 (505.1) 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. 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.*
31. GMC 15.08.020 (505.1.1) Rear Door Address Numbers: All commercial and industrial buildings with access via an alley or other similar roadways shall have the address number, unit or suite 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). The street name shall be a minimum of 4 inches in height with a minimum stroke width of 0.5 inch (12.7 mm). Numbers and/or letters of larger size may be required based on the size and design of the building or group of buildings.*
32. GMC 15.08.020 (505.1.2) Address Directory: *All buildings, or groups of buildings served by an alley, private driveway, or similar roadway system, shall be provided with an address directory at every entrance to the property.* The design of the directory shall be in accordance with standards set forth by the Fire Code Official. The directory shall be maintained by the property owner, Homeowner's Association, or other individual or group in charge of the property.
33. GMC 15.08.020 (506.1) Where required: All new commercial occupancies shall have a Knox brand key box installed as directed by the Fire Code Official. *Existing commercial occupancies shall install a Knox key box as directed by the Fire Code Official when a Building Permit is obtained for any work.* The key box shall contain keys that will allow

the Fire Department access to all portions of the building. The keys shall have a tag affixed identifying their purpose.

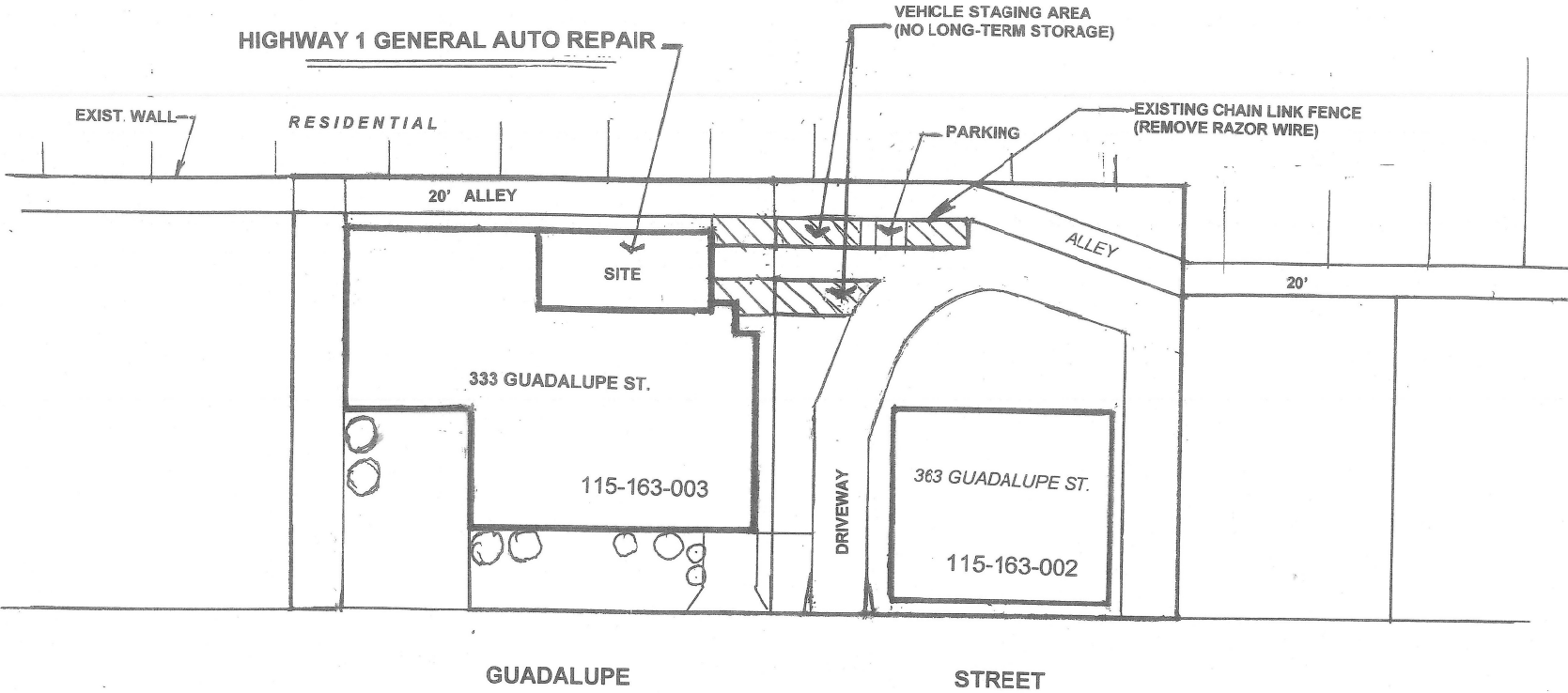
34. GMC 15.08.020 (506.1.1) Locks: All gates or similar barriers across required Fire Department access roads or pathways shall have a Knox brand padlock installed in addition to any lock placed by the property owner or tenant. The Knox padlock shall be integrated with any other lock in such a manner as to allow the gate to be opened by unlocking the Knox padlock only.
35. GMC 15.08.020 (509.1.1) Utility Identification: Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be approved by the Fire Code Official, readily visible and shall be maintained. (Provide a minimum of 1-inch letters for Gas utilities, a 2 inch letters for Electrical and Water utilities)
36. CFC 604.5 Extension cords: Extension cords and flexible cords shall not be a substitute for permanent wiring.
37. CFC 906.2 General requirements: Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and California Code of Regulations, Title 19, Division 1, Chapter 3. (Provide a fire extinguisher with a minimum rating of **4A:80B:C** for every **50 foot of travel distance**.)
38. CFC 2311.2.2 Class IIIB Liquids: Waste oil, motor oil and other Class IIIB liquids. Waste oil, motor oil and other Class IIIB liquids shall be stored in approved tanks or containers, which are allowed to be stored and dispensed from inside repair garages.
39. CFC 2311.3 Sources of ignition: Sources of ignition shall not be located within 18 inches (457 mm) of the floor and shall comply with Chapters 3 and 35.
40. CFC 2311.3.2 Smoking: Smoking shall not be allowed in repair garages except in approved locations. (Post No Smoking sign at entrance and inside facility)
41. CFC 310.3 "No Smoking" signs: The fire code official is authorized to order the posting of "No Smoking" signs in a conspicuous location in each structure or location in which smoking is prohibited.
42. CFC 2311.7 Fire extinguishers: Fire extinguishers shall be provided in accordance with Section 906.

End of Conditions



SITE MAP





SITE PLAN
NO SCALE



HIGHWAY 1 GENERAL AUTO REPAIR
2020-037-CUP

September 1, 2022

ANDRES REALY COMPANY
a California Corporation

1336 Morro Street
San Luis Obispo, CA 93401
(805) 541-5763 Fax (805) 547-1608
info@stewjenkins.com

June 9, 2022

Mr. Bill Scott &
Ms. Alice Saucedo
Building & Planning Department
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Re: Application of Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias [Hwy 1 General Auto Repair] for a Conditional Use authorization at 333 Guadalupe Street, and the small portion of the parking/equipment yard at 363 Guadalupe Street.

Dear Mr. Scott and Ms. Saucedo:

Mr. Scott's emails received May 23, 2022, indicated a need for authority to include in the Conditional Use Permit being applied for by Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias to use the small portion of parking/equipment yard they lease at 363 Guadalupe Street for their vehicle parking and equipment storage. Their use of that portion of parking/equipment yard is related to their service and repair of auto, truck and farm equipment in the Back Bay of 333 Guadalupe Street.

Andres Realty Company, owner of 333 Guadalupe Street is a family corporation wholly owned by Beverly Ann Andres which also manages 363 Guadalupe Street. Mrs. Andres is my mother-in-law, and my spouse, Diane Sue Jenkins, and I serve as Directors and Officers of the Andres Realty Company.

The 363 Guadalupe Street (APN 115-163-02) is owned by the Trustees of the Revocable Living Trust of Beverly A. Andres (who I also represent). And the Trustees have authorized the Andres Realty Company to manage that industrial property. Both properties have been managed, and frequently leased, together for many decades.

A copy of a June 9, 2020, Deed from Mrs. Beverly Ann Andres, sole owner of 363 Guadalupe Street, to the Trustees [Beverly Ann Andres and Diane Sue Jenkins] of the Revocable Living Trust of Beverly A. Andres, DOE January 25, 1985, is attached to satisfy your request for proof of ownership. Diane Sue Jenkins has authority under the Trust to enter into agreements without need for both Trustees' signatures, and also has authority as Attorney-in-Fact for Beverly Ann Andres to enter into agreements on her behalf.

To signify consent to the application of Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias for use of the subject portion of unimproved grounds at the rear and along the alley fence at 363 Guadalupe Street for parking and storage of equipment, a verified statement is provided with this note by Diane Sue Jenkins as Trustee and as President of Andres Realty Company.

The unimproved portions of 363 Guadalupe Street have been used for parking, equipment, vehicle and inventory storage for decades.

The area on both parcels leased by Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias is indicated on the attached graphic drawn from the Assessor's Parcel Map, scaled to match the overhead marked photo you so kindly provided me with your May 23rd letter.

A portion of the unimproved ground on the 363 Guadalupe Street parcel south and west of the driveway indicated (a black-top paved partial loop) on the graphic between the Alley fence and that driveway, and West of the concrete pad South of that driveway has been made available to Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias. As indicated on the graphic the dimensions of that area are set forth, and runs from the Southern property line along the alley fences 91 feet, 3 inches, to a marked (Red dots) fence pole. At the North end, from the pole East 13 feet to the paved driveway, then running along that driveway Southeasterly to the concrete pad. The paved driveway runs 22 feet from the concrete pad at an angle to a point 27 feet East of the alley fence, and then the paved drive angles to a point that is 13 feet from the alley fence East of the marked pole. Where the paved drive meets the concrete pad (that lies between our largest buildings) the yard area Mr. Carrillo and Mr. Farias are authorized to use is has opened up to 51 feet between the alley fence on the West and the concrete pad on the East. At that point where the paved drive meet the large concrete pad, the Eastern boundary of the area to be used by Mr. Carrillo and Mr. Farias on 363 Guadalupe St. runs along the West edge of the large concrete pad 39 feet to the southern boundary of the parcel. That large level concrete pad elevates above the unimproved grounds as the parcel's southern boundary is approached.

There is, of course, leased to Mr. Carrillo and Mr. Farias a square 51 foot deep lower concrete pad between the alley fence and the large elevated larger concrete pad at the back of our 333 Guadalupe St. property. This lower concrete pad is parallel to and adjacent to the area depicted in the graphic and is situated between the property line and the warehouse building wall with its large rollup door accessing the Back Bay of our 333 Guadalupe St.

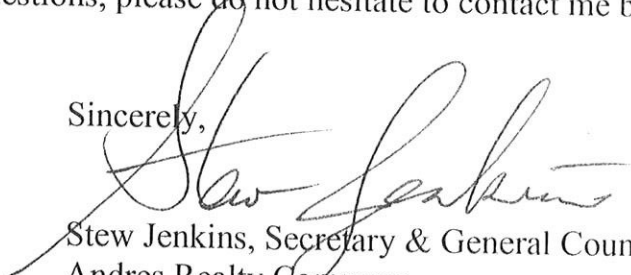
warehouse.

Parking: You indicated that Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias' application would require 9 parking spaces for their operation providing service and repair to autos, trucks and farm equipment. I spoke with both gentlemen. While I offered to lease them additional space at 333 Guadalupe Street for parking, after reviewing their options they have indicated their desire to efficiently use what has already been leased to them.

I understand that they will allocate the parking spaces for customers & staff in the area depicted in the accompanying graphic along the fence of our 363 Guadalupe Street property already leased to them.

Thank you for your assistance to Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias. Naturally, if you have any further questions, please do not hesitate to contact me by phone or by email.

Sincerely,



Stew Jenkins, Secretary & General Counsel
Andres Realty Company

C: Diane Jenkins, President Andres Realty
Ms. Beverly A. Andres, Trustee/Trustor of the Revocable Living Trust of Beverly A. Andres
Mr. Antonio Alvarez Carrillo and Mr. Ignacio Farias

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
Stewart D. Jenkins, Attorney

AND WHEN RECORDED MAIL TO:
Beverly Ann Andres and Diane Sue
Jenkins, Co-TTE, Revocable Living Trust
Beverly A Andres, DOE 1/25/1985
1336 Morro Street
San Luis Obispo, CA 93401

Recorded in Official Records
County of Santa Barbara

JOSEPH E. HOLLAND
County Clerk-Recorder
DOC # 2020-0063457

11/05/2020
11:02 AM
SBC

Titles: 1 Pages: 4

E18

Fees: \$25.00
Taxes: \$0.00
CA SB2 Fee: \$0.00
Total: \$25.00

QUITCLAIM DEED to REVOCABLE TRUST

(Please fill in document title(s) on this line)

The document to which this page is affixed and made a part of is exempt from the fee imposed by the Building Homes & Jobs Act (SB 2-2017) (GC 27388.1)

Reason for exemption:

- Not related to real property - GC 27388.1 (a) (1)
- Recorded concurrently "in connection with" a transfer subject to the imposition of Documentary Transfer Tax - GC 27388.1 (a) (2)
- Transfer of real property that is a residential dwelling to an owner-occupier or recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier - GC 27388.1 (a) (2)
- Maximum \$225.00 fee per transaction reached (presented concurrently and are related to the same parties and same property) - GC 27388.1 (a) (1)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY

Stewart D. Jenkins, Attorney
1336 Morro Street
San Luis Obispo, CA 93401

**AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

Beverly Ann Andres, Trustee of the
Revocable Living Trust of Beverly A. Andres
Established January 25, 1985
1336 Morro Street
San Luis Obispo, CA 93401

Space Above This Line for Recorder's Use Only

A.P.N.: 115-163-02

QUITCLAIM DEED to REVOCABLE TRUST

The Undersigned Grantor(s) declare(s) this transfer is:

(Excluded from Reappraisal under California Constitution Article 13A § 1 et seq.)

Excluded from Reappraisal under Cal. R & T §§ 62(d), 63

**(Exempt from Transfer Tax: conveys the grantor's interest to a Revocable Living Trust,
Cal. R&T §11930)**

DOCUMENTARY TRANSFER TAX \$ -0-; CITY TRANSFER TAX \$-0-; SURVEY
MONUMENT FEE \$ -0-

~~[X] Exempt from fee per Gov. C. § 27388.1 (a)(1) fee cap of \$225 reached.~~

Beverly Ann Andres, **a single woman**, hereby REMISES, RELEASES and QUITCLAIMS all of her right, title and interest in the following described real property to: Beverly Ann Andres and Diane Sue Jenkins, in their capacities as Co-Trustee of the Revocable Living Trust of Beverly A. Andres established on January 25, 1985, to be held, managed and disbursed according to the trust declaration as heretofore and hereafter may be amended by the Trustor. **No change in the character of the beneficial interest in said property as the sole and separate property of the Trustor is made by this transfer.**

The real property transferred hereby is commonly known as 363 Guadalupe Street, Guadalupe, California, an improved Commercial-Industrial property located in the City of Guadalupe, Santa Barbara County, California, more particularly described:

That portion of the Rancho Guadalupe, in the County of Santa Barbara, State of California, bounded and described as follows:

Beginning at a point in the Easterly line of Subdivision No. 3 of the Rancho Guadalupe, as shown on the "Map of the Subdivisions of the Rancho

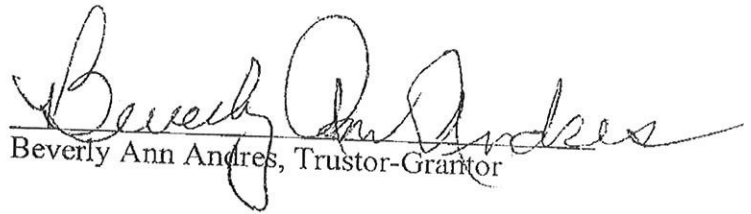
Guadalupe, Santa Barbara Co. and San Luis Obispo County, California,
surveyed and subdivided by J. T. Stratton Nov. 1871", filed in the office of the
County Recorder of Santa Barbara County on March 8, 1880, distant thereon
North 0° 23' East 1736 feet from the Southeast corner of said subdivision, and
running thence North 0° 23' East, along the Easterly line of said subdivision,
417.42 feet; thence North 89° 37' West 208.71 feet; thence South 0° 23' West
417.42 feet; thence South 89° 37' East 208.71 feet to the point of beginning.

EXCEPTING that portion of said land conveyed to Andres Realty Co., Inc., by
deed recorded November 9, 1959 as Instrument No. 37498 in Book 1684, Page
173 of Official Records.

Assessor's Parcel # 115-163-02

Dated:

6/9/2020


Beverly Ann Andres, Trustor-Grantor

See Attached for
Notary Certificate

mu

ACKNOWLEDGMENT

Cal.Civ. Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)

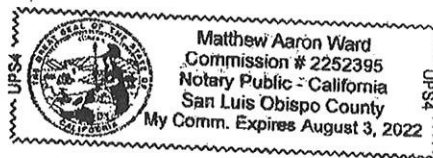
On June 9, 2020, before me, Matthew Aaron Ward, Notary Public personally
(insert name and title of the officer)

appeared **Beverly Ann Andres**,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

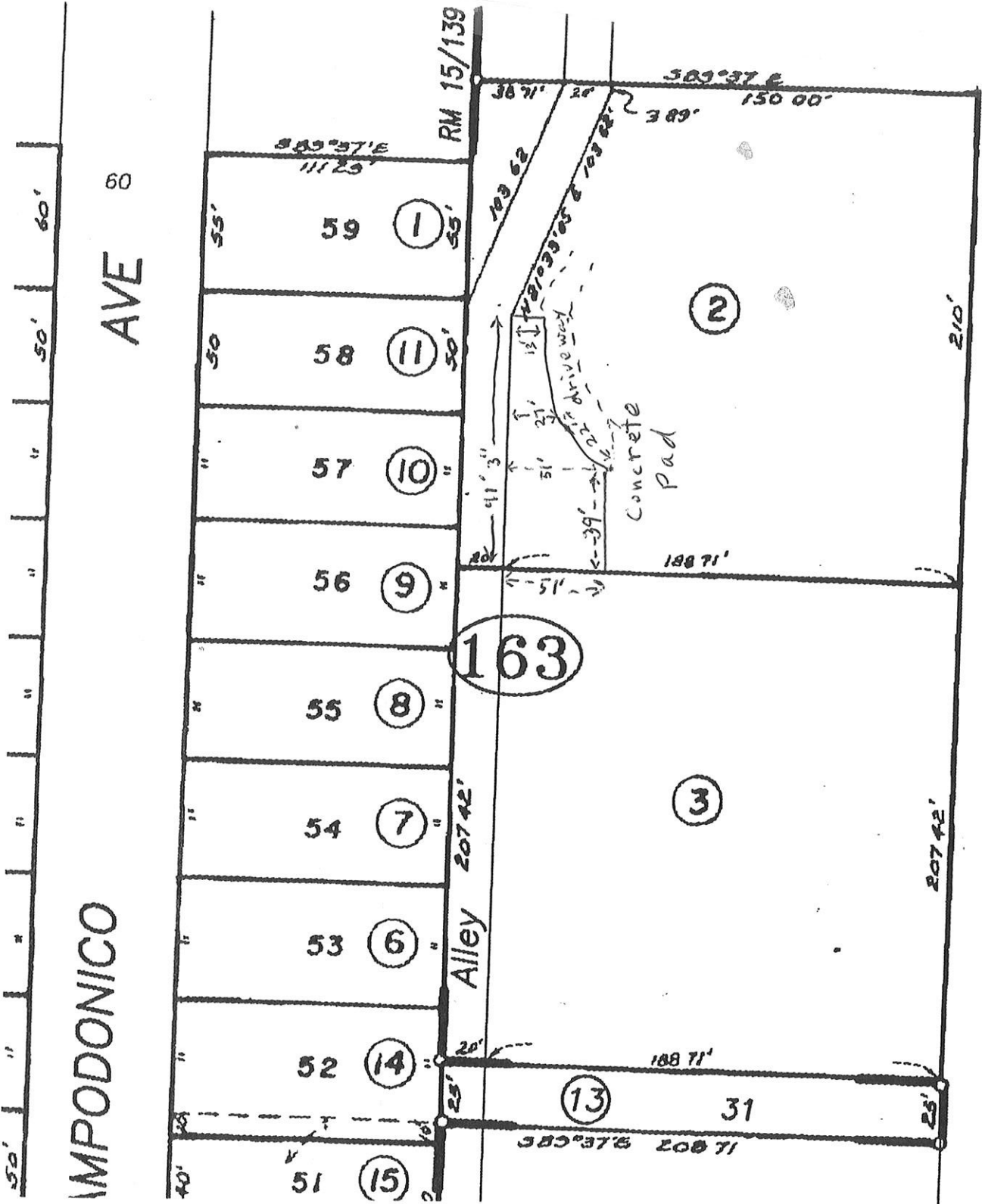


Matthew Aaron Ward
Notary Signature

(Seal)

Quitclaim Deed to revocable trust
parcel # 115-163-02

GUADALUPE



60

AVE

ST

66

STATE HWY 1

GUADALUPE

66

01



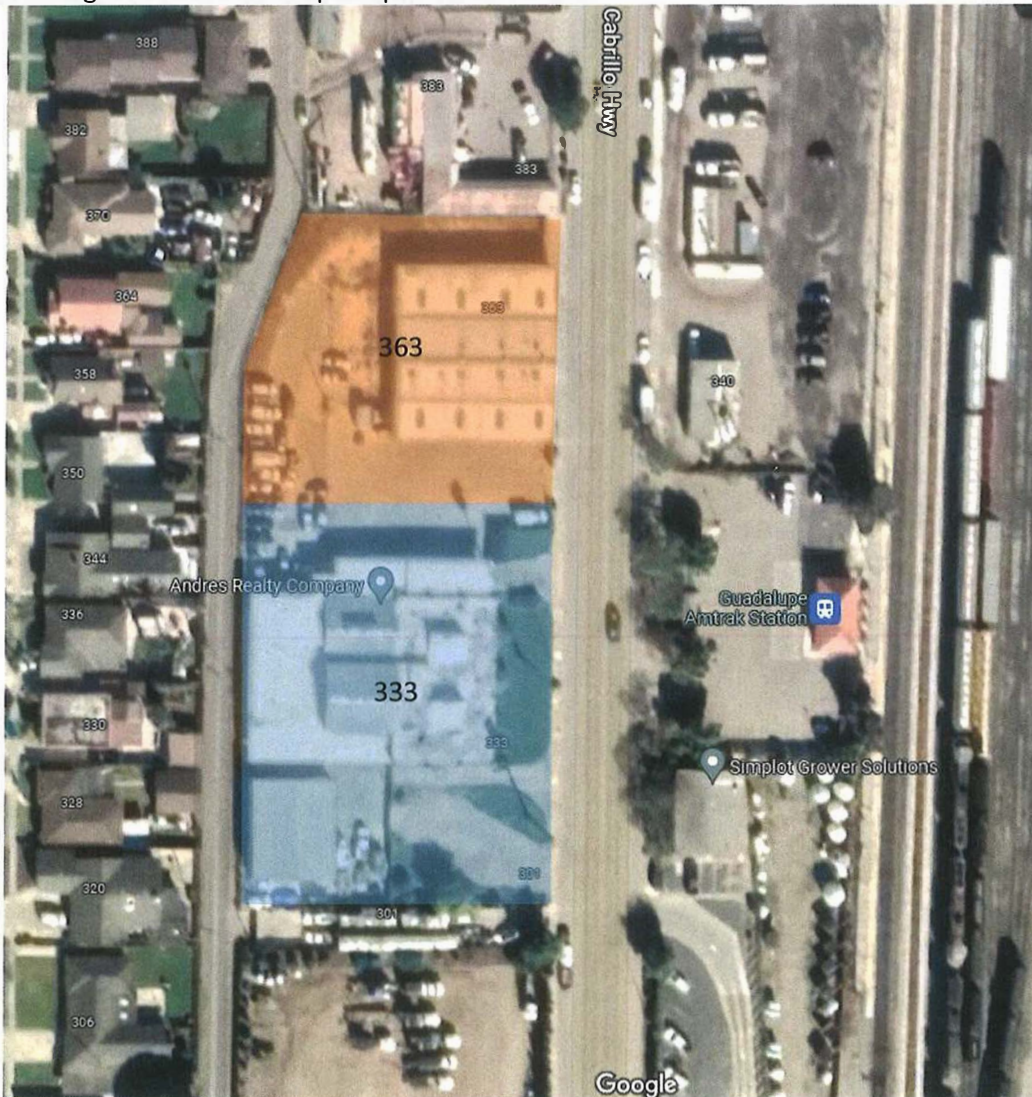
DIRECTOR OF PUBLIC SAFETY REPORT

333 Guadalupe St

Total Fence length (333-363) = 430 feet

Total fence length on 333 Guadalupe st parcel = 250 feet

Total Fence length on 363 Guadalupe St parcel = 180 feet.



The fence at 333 and 363 Guadalupe St is in overall good shape; some maintenance is needed to comply with section 18.52.125 Wall and fence maintenance and enforcement. Section 18.52.125 Requires the property owners to repair the fence to its original condition. As this fence was built and established before the adoption of GMC 18.52.122 the requirement for privacy fencing cannot be enforced based on section 18.52.125 Wall and Fence maintenance. However, As the applicant is applying for a required

Zoning Clearance for the new use of the space, Section 18.52.122 Walls and fences required do apply. Section 18.52.122 states That:

“In all zoning districts, a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:”

Additionally, subsection C of the code stated that:

“C. Commercial and Industrial Projects. A perimeter fence and/or wall may be required for all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.”

Based on these findings, the city may require upgrading the fence to include barriers to mitigate adverse visual/aesthetic impacts. Additionally, as the area requested for use encompasses both lots 333 and 363, it would be recommended to require that both sections of the fence are upgraded.

City Council has the option to enforce the standard at this time but is not required to do so as the language states “may be required.” The Specific type, size, location, and material of the fence are to be determined at the time of application review. If the City Council decides not to enforce the code at this time, the opportunity to implement this code will not be available until the next time an application for zoning clearance is submitted. Section 18.52.125 Wall and fence maintenance and enforcement will only require that the fence is maintained and repaired to its original condition.



View from West to East (Fence structure is in generally good shape. Repair of fence bindings, straightening of fence poles, and remounting of pole bracket is required.)



View from South to North (Fence structure is in generally good shape. Repair of fence bindings, straightening of fence poles, tightening of the fence, and weed abatement required.)



View from west to East (Fence structure is in generally good shape. Vehicles blocking alley access to 333 Guadalupe St at the gate located 200 feet from the Southwest corner of the lot. (Removal of obstructions and Knox padlocks would need to be added)



View from South to North (Fence structure is in generally good shape.)



View from South to North (Fence structure is in generally good shape. The fence barbwire is damaged approximately 60 feet from the Southwest corner of the lot. The area of barbwire needing repair is approximately 44 feet in length.)



View from South to North (Southwest corner of the property at 333 Guadalupe St. Fence structure is in generally good shape. The gate and the initial 15 feet of the fence have leaned inward. Straightening of poles and Weed Abatement on the fence line is required.)

City of Guadalupe Municipal Code

18.52.122 Walls and fences required.

In all zoning districts a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:

C. **Commercial and Industrial Projects.** A perimeter fence and/or wall may be required for *all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.*

18.52.123 Design.

All fences, walls and retaining walls constructed within the City shall abide by the design standards of this title.

Fencing shall be incorporated into developments in a manner which complements the project's architecture and blends with perimeter landscaping. **Fences shall not detract from neighboring properties** and long expanses of fence or wall surfaces shall be architecturally designed to prevent monotony

18.52.125 Wall and fence maintenance and enforcement.

It is hereby declared a *public nuisance*, subject to the penalties of Section [18.84.030](#), for any person owning, leasing or having charge of any premises in the City, to maintain such premises in which any of the following conditions are found to exist:

A. A fence or wall in which over 5% of the material is missing or in disrepair.

B. A fence or wall which is not repaired within 30 days after receiving a notice from the Zoning Administrator, due to any of the following conditions: fence or wall material which is bowing, chipping, bending, or breaking, and/or a wall or fence with graffiti on it or with paint that is peeling or chipping and which is not repaired within 30 days. (Ord. 88-285 §2; Ord. 87-276)

18.40.050 Materials and equipment storage areas.

All equipment and materials storage areas shall be screened by a solid fence, wall or screen planting not less than 6 feet in height. (Ord. 189 Art. 3 §7.4, 1980)

Chapter 18.52 DESIGN AND DEVELOPMENT REQUIREMENTS

18.52.120 Walls and fences—Restrictions in all districts.

Fences, walls, and retaining walls in all zoning districts shall be designed and regulated in accordance with appropriate chapters and sections of the Uniform Building Code and this code. (Ord. 87-276)

18.52.121 Height requirements.

A. In all districts, fences and walls over 6 feet in height shall not be constructed within any yard setbacks required by Sections 18.52.040 through 18.52.080 inclusive of this chapter. Any wall or fence over 6 feet in height regardless of where located shall be deemed a structure and shall be subject to all regulations requiring issuing of a building permit or a zoning permit as required under the provisions of Sections 18.12.010 and 18.12.020 of this title.

B. In all R-1, R-1-M, R-2, and R-3 districts, a wall, fence or hedge shall not be constructed or allowed to grow over 3 feet in height within the front yard setback of any lot as required by Sections 18.52.040 through 18.52.080, inclusive of this chapter and Section 18.24.070 of this title except for the purpose of providing a screen for a trash enclosure.

C. Corner Lots. In all R-1, R-1-M, R-2 and R-3 districts, no fence, hedge or screen wall shall be permitted to exist in excess of 3 feet in height within 60 feet of the street corner measured from the edge of the pavement; or which otherwise impairs the vision of a driver of a vehicle approaching the intersection within said 60 feet. The City Building Official shall have discretion to further limit the height of the fence, hedge or screen wall to prevent such impairment of vision.

D. Non-Corner Lots. In all R-1, R-1-M, R-2 and R-3 districts, a fence, hedge or screen wall may be permitted to exist to a maximum height of 4 feet if the plant and/or construction material is of a nature to permit visibility through the same by vehicular traffic on the adjacent roadway. Solid fences, hedges and screen walls higher than 3 feet shall not be permitted. The City Building Official may impose reasonable maintenance conditions on any permit to construct a fence, hedge or screen wall to assure that adequate visibility is continuously maintained. (Ord. 2000-348 §1; Ord. 87-276)

18.52.122 Walls and fences required.

In all zoning districts a permanent screen wall and/or fence shall be required in conjunction with the issuance of a building permit for permitted uses, or as a condition of approval for discretionary projects as follows:

A. Subdivisions (Parcel and Tract Maps). All subdivisions may be required, as a condition of approval, to construct either a masonry, pre-cast, cast-in-place, or brick wall 6 feet in height along the exterior rear and side yard boundaries of the project. The fencing material may be reviewed by the Planning Commission and approved by the City Council. Walls for the project, if phased, may be constructed as part of the first phase of the project.

B. Multifamily Projects. All multifamily projects with 6 or more units shall be required, prior to the issuance of a certificate of occupancy and/or business license, to construct a wall along the rear and the side yard boundaries of the development. The purpose of the wall is to mitigate adverse noise and land use impacts. Therefore, the wall, the height of which shall be determined by the Zoning Administrator, Planning Commission or City Council, depending upon the required level of processing, shall be constructed from the following materials: masonry, pre-cast, cast-in-place, or brick. A front wall may also be required for screening purposes.

C. Commercial and Industrial Projects. A perimeter fence and/or wall may be required for all industrial and commercial projects to mitigate adverse visual, aesthetic, and noise impacts. Requirements for the size, location, and material of the fence and/or wall shall be determined during the site plan review process.

D. Trash and Refuse Collection Areas. All refuse areas within all commercial, industrial and manufacturing zones, and all multifamily projects with 6 or more units shall be screened on 3 sides with a 6-foot high masonry wall. The material shall be finished to match the architectural character of the development project. Multifamily projects with 5 or less units shall provide fencing on 3 sides, the material shall be determined by the Zoning Administrator, Planning Commission, or City Council depending on the level of processing required for the project.

E. Parking Lots in Conjunction with Commercial, Industrial, Manufacturing or Residential Development. When a parking lot is proposed in conjunction with a multifamily residential, commercial, industrial or manufacturing project, the parking lot shall be screened from view with a wall, fence, berm or combination thereof as approved by the City Council, Planning Commission or Zoning Administrator. (Ord. 92-312 §1; Ord. 87-276)

18.52.123 Design.

All fences, walls and retaining walls constructed within the City shall abide by the design standards of this title. Fencing shall be incorporated into developments in a manner which complements the project's architecture and blends with perimeter landscaping. Fences shall not detract from neighboring properties and long expanses of

fence or wall surfaces shall be architecturally designed to prevent monotony. (Ord. 88-285 §1; Ord. 87-276)

18.52.124 Fence and wall heights.

Fence and wall heights shall be measured at grade. In the event that there is a change in topography between adjoining lots, a fence may be constructed up to 6 feet in height at the property line. (Ord. 87-276)

18.52.125 Wall and fence maintenance and enforcement.

It is hereby declared a public nuisance, subject to the penalties of Section 18.84.030, for any person owning, leasing or having charge of any premises in the City, to maintain such premises in which any of the following conditions are found to exist:

- A. A fence or wall in which over 5% of the material is missing or in disrepair.
- B. A fence or wall which is not repaired within 30 days after receiving a notice from the Zoning Administrator, due to any of the following conditions: fence or wall material which is bowing, chipping, bending, or breaking, and/or a wall or fence with graffiti on it or with paint that is peeling or chipping and which is not repaired within 30 days. (Ord. 88-285 §2; Ord. 87-276)



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022

Prepared by:

Larry Appel, Contract Planning Director

Approved by:

Todd Bodem, City Administrator

SUBJECT: Adoption of the 2042 General Plan and approval of the Mitigated Negative Declaration (SCH # 2022080492).

EXECUTIVE SUMMARY:

A General Plan is required by State Law and serves as a community's blueprint for the use and development of land within its planning area. The General Plan is the primary tool for local governments that help guide future development. California Government Code (Section 65300 et. seq.) requires cities to adopt a general plan to guide future development and the general plan outlines goals and policies to guide long-range planning boundaries within a city. The state requires eight mandatory elements and allows for a number of optional elements. The elements covered in this updated General Plan include: Land Use, Circulation, Conservation and Open Space, Safety, Noise, Environmental Justice, Community Design and Historic Preservation, Public Services and Facilities, and Economic Development. The Housing Element was not part of this update as the city had recently updated that element on its own in 2019, and will be working on a 6th Cycle update next year. Each element of the General Plan contains goals, policies and programs to provide guidance to decision-makers and the public when questions arise about the appropriate use of individual parcels of land and other resources. Four workshops were held with the public, elected officials, and staff to discuss various issues that were used to help direct preparation of this General Plan. Following adoption of the 2042 General Plan, staff will be tasked with implementing the many programs identified in the various elements as well as prepare a consistency rezone for all properties that had a change in their land use designations.

An Errata Sheet has been prepared by EMC, addressing all the changes that have been requested from the City Council at the August 2021 hearing as well as comments from staff and the general public. Those changes are included as Attachment 1. Once the General Plan has been adopted, those changes will be incorporated into a final document and translated into Spanish.

RECOMMENDATION:

It is recommended that the City Council:

- 1) Receive a presentation from staff and EMC; and
- 2) Conduct a public hearing; and

- 3) Adopt Resolution No. 2022-103 approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP); and
- 4) Adopt Resolution No. 2022-104 adopting the 2042 Guadalupe General Plan

BACKGROUND:

In the fall of 2019, staff held two workshops with City Council to begin the process of hiring a consultant to update the 2002 Guadalupe General Plan. Discussions included the scope of work since the state had revised the basic requirements to include additional elements. No funding had been identified at that time for this planning effort which could have further delayed the update; however, staff was able to apply for and be awarded an SB-2 grant through the Department of Housing and Community Development process. The total grant was \$160,000 of which \$150,000 was earmarked for the general plan update. Recently HCD allowed the remaining \$10,000 to be used to cover additional costs for the update as well.

In 2018-2019 a contract administered and supervised by a past city administrator had a team of Cal Poly students prepare a General Plan update for the city. It was later found to be inadequate for use by the city, but the Land Use Element contained an analysis of three growth scenarios for the city. These scenarios were presented to City Council on October 13, 2020. At that time the Council decided to model the updated General Plan with a moderate growth scenario. The Alternative #2 (Moderate Growth) Alternative proposed the following components:

- Expected 2040 population: 10,700 (31% increase)
- 900 additional housing units
- 520 new jobs by 2042

A long RFP process culminated in the hiring of EMC Planning Group on August 25, 2020. Preparation of the documents began shortly thereafter. Due to Covid-19 protocols and precautions, the city tour and kick off meeting were postponed until January 24, 2021. During the intervening months, EMC began working on various elements of the General Plan. Administrative draft chapters were submitted to the city for review in April and May 2021. The Draft General Plan was released on July 31, 2021 with a public hearing by Council on August 26, 2021. At that meeting staff and EMC presented the draft, the public spoke and after a number of edits, Council accepted the draft and directed staff to move forward with CEQA (environmental) review.

Staff released an RFP for preparation of an environmental document to address any impacts of the Draft General Plan. Three firms were also contacted but only EMC responded with a proposal. City Council accepted the proposal for a not-to-exceed figure of \$111,074. Staff had earlier secured another grant (LEAP) for \$65,000 which when added to \$46,074 from the city's ARPA grant (lost government revenue category) was sufficient to fund the EMC contract for preparation of the environmental document.

EMC reviewed the Draft General Plan and determined through use of an Initial Study that the project could prepare a mitigated negative declaration (MND) rather than an environmental

impact report (EIR). The MND was released this past summer for a 30-day comment period. The document was transmitted electronically to the State Clearinghouse (Office of Planning and Research) along with notice to many local agencies. Only one comment letter was received during the 30-day period, Caltrans District 5 Office. No changes to the MND were necessary as a result of Caltrans’s comments.

DISCUSSION:

In the following sections, each of the elements from the draft General Plan will be summarized. To obtain a full understanding of the new elements and updates to the existing elements, one should read the full General Plan text.

Land Use Element – There are a number of substantial changes to this element from the 2002 General Plan, most importantly an increase in densities across the board from single family to high density multifamily. This is in accordance with direction and encouragement from the Department of Housing and Community Development. The goal of various state agencies over the past few years is to open up the housing development market in all jurisdictions. The 6th Cycle Regional Housing Needs Allocation (RHNA) has required Guadalupe to provide a combination of zoning and land to support 431 units with the following affordability requirements (3 very low, 24 low, 77 medium, and 327 moderate). This is a huge increase over our 5th Cycle which only required 50 total units. The table below reflects the changes to the densities under the three major residential land uses.

2002 General Plan	2042 General Plan
Neighborhood Residential 6 units/acre	Low density Residential 1-12 units/acre
Medium Density 7-10 units/acre	Medium Density 13-20 units/acre
High Density 11-20 units/acre	High Density 21-30 units/acre

Another major change, the Central Business District which is zoned General Commercial will be changed to Downtown Mixed Use. This will enable owners of property in those roughly 18 acres to develop commercial or residential units (up to 30 units per acre) without the need for a conditional use permit.

Other areas of town affected by changes in land use designations are a portion of Pioneer Street that will go to High Density Residential, the Gularte Tract which will all be designated Medium Density Residential (R-2), and several other areas of town, as discussed in the General Plan. In all, the 2042 General Plan will allow for up to 840 new residential units and 1.3 million square feet of new commercial and industrial uses.

Circulation – The materials contained in this element are drawn primarily from the Guadalupe Mobility + Revitalization Plan (2019), which provided a comprehensive identification of key circulation issues and opportunities. That plan was based on extensive community input and identified the six key issues and opportunities:

- Cross-Town Connectivity
- Capitalizing on Tourism
- Sidewalks and Safe Routes to School
- Business and Services

- Disconnected Growth
- Community Identity

This element focused on the various modes of circulation through the city and planned improvements, in particular, bike lanes to interconnect the city. The Public Works Department will be involved in nine of the ten programs to improve local circulation.

Environmental Justice – This is a new mandatory element required by Senate Bill 1000 for cities that contain disadvantaged communities. A disadvantaged community is defined as “a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation” (source: Cal EPA).

A number of areas were addressed in the draft General Plan with topics including:

- Reduced pollution exposure and improved air quality
- Health in all policies
- Promote physical activity
- Promote safe and sanitary homes
- Reduce health risks
- Promote “civil engagement” in the public decision-making process
- Prioritize disadvantaged communities
- Promote public facilities

The Goals, Policies and Programs are all focused to promote and create programs that will improve the lives of residents within the city.

Conservation and Open Space – The Conservation and Open Space covers mandated elements and addresses the conservation of natural resources and open spaces. During the public workshops for preparation of the General Plan, residents wanted the city to preserve surface and groundwater. Others wished for tree plantings and improving landscaping in public places. This element addresses the importance of farmland and how the active agriculture can lead to problems due to crop dusting, pesticide and insecticide spraying, agricultural burning and generational of dust and odor. The next section discusses the potential for certain special status plant species to occur within the city. In each plant description, the report concludes the plant “is not expected within the disturbance footprint.” The same conclusion was reached for animal species with the exception of nesting birds which have a moderate potential to occur within the study area. The element also discusses Floodwater Management and how the flood zone remains outside the city limits. There are no known tribal or archaeological sites within the city. There are numerous parks in town from mini/pocket parks to regional parks. Guadalupe has 7.04 acres per 1000 residents which exceeds the three acre standard. But the element points out that there are a number of areas in town which lack neighborhood or mini/pocket parks. Some proposed programs will require the city to work with the school district for joint use of school play fields and other recreational areas. One other significant program coming out of the

Conservation and Open Space element is that the city will develop and adopt a qualified Climate Action Plan (CAP). Public Works is in the process of acquiring funding to prepare the CAP.

Economic Development – The Economic Development Element is an optional element of the General Plan. It addresses the key factors that drive a city’s economy, identifies a city’s ability to attract quality employment for residents, and revenue for city programs. Table 6.1 provides a list of resident employees by category. It shows that 29% of all city workers are involved in agriculture. The next closest field (12%) is in health care and social assistance.

The 2002 Economic Development Element focused on a development strategy focused on growth of the community’s economic base. Guadalupe’s economic development strategy builds on three key assets: 1) AMTRAK and other commuter rail services, 2) affordable housing and real estate, and 3) industrial manufacturing and remanufacturing. The Guadalupe Business Association (GBA) feels strongly that installation of high speed internet within the city would be a strong enhancement to bring new business to town. In recent months, Council has encouraged new businesses in the downtown by expanding the types of businesses that are allowed within the General-Commercial zone district. Several Programs are proposed to improve the economic base:

- Expand food and drink sales in Commercial-Industrial zones
- Program to demolish dilapidated buildings
- City Administrator will maintain and expand partnerships with GBA and other local economic partners
- Work to provide broadband infrastructure to the city
- As funds are available, implement the Guadalupe to Beach Multi-Use Trail Study

Community Design and Historical Preservation – This is another optional element, but the 2002 General Plan contained a lot of good information so it was decided to update the element. The primary purpose of this element is to ensure that new development is well-designed and compatible with the community’s historic character and that exiting structures with historical significance are protected and preserved as the community grows and changes.

The Downtown Design Guidelines, original adopted in 1999, provides design guidance and standards for development and was included in 2008 as a Finding within the Design Review section of the zoning ordinance. This element also covers historic resources and landmarks. There are 16 historic properties within the city and these are identified in Figure 7-3. The element contains six programs to ensure the resources and landmarks are preserved:

- Update Downtown Design Guidelines
- Update Design Review process
- Assign a team to evaluate properties not currently on the list, for inclusion
- Initiate a process to create and fund a program to improve the Downtown Plaza (Veterans Memorial Plaza)
- Design and construct gateways for the city

- Revise the zoning ordinance to require landscape buffers between industrial uses and residential development

Air Quality and Safety – These two elements are mandatory and have been combined. They address air quality and the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from climate change, hazardous materials, floods, fire, earthquakes, and crime. The Safety portion of this element incorporates Guadalupe’s local hazard mitigation plan in accordance with Government Code Section 65302.6.

The primary air quality issues facing Guadalupe are pollutants generated by nearby agricultural operations. This includes dust from the fields and from road surfaces that are used by field equipment. It also includes fertilizers and other farm chemicals, hazardous materials used in cold storage and manufacturing, and exhaust from diesel trucks.

The Air Quality element summarizes the six criteria pollutants that are regulated by the federal Clean Air Act and California Clean Air Act. According to the Air Pollution Control District’s (APCD) 2019 Annual Air Quality report, Santa Barbara County met the federal ambient quality standards for all measured pollutants except the 8-hour ozone standard. The state ambient air quality standards were met for all pollutants except the 24-hour PM₁₀ standard and the 8-hour ozone standard. Policies and Programs in this element are intended to minimize dust as well as provide adequate separation between sensitive receptors and emission sources.

The Safety element discusses Hazardous Materials, Flood Risk, Wildfire Risk, and Public Safety and Seismic Risk. The 2017 Multi-Jurisdictional Hazardous Mitigation Plan provides a complete discussion of the topics noted above along with Guadalupe’s climate adaptation and resiliency strategy.

In order to address issues raised in these two elements, the following programs will be added:

- Planning and Building will require APCD dust abatement measures for new construction projects
- The development review process will be used to avoid or minimize toxic air contaminants on sensitive receptors
- Public Works will identify any remaining buildings regarding seismic retrofitting
- City Administration will work with Police and Fire to develop and institute an impact fee program
- Police and Fire will conduct emergency drills each year
- Fire will use the development review process to ensure proposed development projects are evaluated and conditioned

Public Facilities – The Public Facilities Element is an optional element of the general plan that provides additional planning focus for basic utilities provided to residents including: potable water, sanitary sewer solid waste services, and drainage management. The element also provides information and high-level planning for public schools in Guadalupe.

The City of Guadalupe has worked diligently over the last decade to improve, maintain, and operate its public facility systems – water, sewer, solid waste, and drainage. The city responded to its water resource challenges by undertaking a major updating its water master plan in 2014, which identified a series of public facility improvements to mitigate the worst impacts of drought conditions. The city now has in operation two 1,000 gallon-per-minute water wells which when combined with water from the State Water Project provide enough water to meet anticipated future demand.

Guadalupe experienced similar success in its wastewater engineering and planning. In the early 2010s, the State Water Resources Control Board put the city on notice that it was out of compliance with its wastewater treatment plant discharge permit. The plant was updated and now the city is in full compliance with its discharge permit and has room to handle expanding development identified in the update. In short, the city is well on its way to meeting all state and regional requirements related to water, wastewater, solid waste, and drainage facilities and is well positioned to accommodate the future growth anticipated in the updated General Plan.

Students in the city attend Mary Buren Elementary (K-5) and Kermit McKenzie Junior High (6-8). Both local schools are over capacity. The majority of high school students attend Righetti High School with some attending Santa Maria High School. The School District’s plan is to build a new junior high on the Pasadera property to address the overcrowding in the two schools located in the city. Future improvements in education include a program to provide extension courses from Alan Hancock College.

Noise – The Noise Element is one of the mandatory elements of the general plan that provides a basis for comprehensive local programs to control and abate environmental noise and to protect residents from excessive exposure. The most prominent noise issues facing Guadalupe is noise generated by train traffic on the Union Pacific Railroad tracks that run north-south through the center of the city. Noise from the railroad tracks comes from train horns sounded as trains approach grade crossings in the city and from train locomotives, whose powerful engines pull their load through the city. Guadalupe is also affected by noise from automobile and truck traffic on the two state highways that run through the community. Finally, industrial operations located along the southern reaches of Guadalupe Street generate noise that can affect nearby residents in the Flower Street Neighborhood to the east and in the Westside Neighborhood to the west. Maximum noise levels are restated in Table 10-1 which ensure that exterior sound levels do not cause impacts to residents. The general plan presents one program wherein the Planning Department is required to codify new noise regulations to ensure that acoustical studies be prepared where noise-sensitive uses are located.

Implementation – Chapter 11 of the draft General Plan consolidates Goals, Policies and Programs from each of the mandatory and optional elements. This chapter will be used by city staff, primarily Planning Department, to organize and prioritize the numerous Programs for implementation. In total, there are 42 separate Programs that require implementation. The draft General Plan called out for implementation of the Programs in one, two, or three years. At the August 2021 City Council meeting, Council heard from staff who were concerned that they would be overwhelmed with implementation and not be able to keep up with normal project

processing and because the Programs would be taking priority. Council agreed that the final General Plan would have all the timing changed to three years. It doesn't mean that staff would wait three years to implement Programs, rather it would just not require them to complete them in the shorter timeframe. As an example, the Climate Action Plan would require a significant amount of time to coordinate and prepare.

One other major component of General Plan implementation is the need to process consistency rezones for all the properties that have had their land use designation changed through this process. This will be a priority item for staff to return early next year with all of the many properties so that future development won't be hindered.

CEQA REVIEW

As previously noted, EMC was selected to prepare the Initial Study after City Council accepted the draft General Plan in August 2021. The Planning Director agreed with the recommendation of EMC to utilize a Mitigated Negative Declaration as the appropriate environmental document to address the impacts identified in the Draft General Plan. Potentially significant impact areas included: Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Greenhouse Gas Emissions and Noise. In order to reduce impact levels below significance for the General Plan, it was necessary to identify feasible mitigation measures. Those measures will be summarized below.

Air Quality – Two measures were added that address air pollution, dust control construction exhaust control measures during construction of new development projects.

Biological Resources – The MND recommends four measures to address potentially significant impacts. The measures are to be converted into policies of the Conservation and Open Space Elements. They address potential impacts to special-status species in the riparian or grassland habitat, nesting bird habitat, within 50 feet of the edge of riparian vegetation or 50 feet from the top of bank of wetland habitats, and 50 feet from the top of bank of potential jurisdictional wetlands. If necessary, special focused studies would be required prior to completion of environmental review for new projects in these areas.

Cultural Resources – The MND recommends adding two measures to the Community Design and Historic Preservation Element and one measure to the Conservation and Open Space Element. The first is the standard "discovery clause" which stops construction when artifacts are unearthed during construction. The second requires the artifacts to be returned to local Native American tribes after being examined by a qualified archaeologist. The third measure deals with human remains and requires the city to follow the procedures under PRC Sections 5097.98.

Geology/Soils – Under geology, the MND recommends one measure to be added to the Conservation and Open Space Element in the unlikely event that paleontological (fossils) are unearthed at construction sites. The measure includes a recovery program if necessary.

Greenhouse Gas Emissions – These are probably the most significant mitigation measures in the MND. Had these measures not been added, then the city would have been required to prepare

a full Environmental Impact Report (EIR) which would have cost hundreds of thousands of dollars. The first measure requires the city to prepare a climate action plan. The Public Works Department is working with Santa Barbara County APCD to obtain funding that would allow this document to be prepared. The second measure, which is to be added as a policy to the Conservation and Open Space Element would require all new construction projects would be prohibited from using natural gas and would be required to be all electric. This would allow the city to meet the California Green Building Standards Code Tier 2 requirements.

Noise – Two mitigation measures recommend added policies to the Noise Element. The measures address noise and vibration from new construction. Maximum noise levels are identified for various uses in Figure 10, page 89 of the General Plan.

Mitigation Monitoring and Reporting Plan (MMRP) – In 1989, the state codified AB 3180 in which each agency approving an EIR or MND were also required to produce a MMRP. This document provides a list of each mitigation measure which makes it easier to find the various measures and ensure that they are being implemented.

PUBLIC NOTICE:

Staff published the required Public Hearing Notice in a newspaper of general circulation for the MND prior to its 30-day circulation for comments. A subsequent notice has been published that identifies November 22, 2022 as the public hearing date for the General Plan adoption and MND approval. The Public Hearing Notice was also posted in three public locations in the city as required by Government Code section 65090 on November 11, 2022.

ATTACHMENTS:

1. Errata Sheets to Update Draft General Plan
2. Resolution No. 2022-103 adopting the Final MND, including the MMRP;
3. Resolution No. 2022-104 including Approval Findings (Exhibit 1).
4. Mitigation Measure Reporting Plan



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940
 Tel: 831-649-1799 / Fax: 831-649-8399
 www.emcplanning.com

Guadalupe 2021 General Plan

Errata

November 22, 2022

The following errata is intended to be incorporated into the July 30, 2021 Public Review Draft Guadalupe 2021 General Plan, once the Mitigated Negative Declaration/ Environmental Initial Study and the 2021 General Plan are adopted by the City Council with this errata. The incorporated errata and republishing of the General Plan will create the official City of Guadalupe General Plan. The suggested errata for City Council consideration and eventual adoption is:

1. Amend Cover Page to delete “Public Review Draft”, Change the date to “adopted November 22, 2022”, and change the title to read “City of Guadalupe 2042 General Plan”.
2. Amend the Inside Cover Page in the same way as #1 above.
3. Create an Acknowledgement Page, to acknowledge the City Council and City Staff that participated in the preparation of the General Plan Update.
4. Amend the Table of Contents, as necessary, and clean-up any typos found in the plan.
5. Change title blocks on all figures to read: Guadalupe 2042 General Plan (instead of 2021).
6. Change 2021 to 2042 in all text references of the General Plan.
7. Section 3 (Page 3- 27), add a new policy CIR-1.3 which reads: Require transportation demand management and/or trip reduction programs for individual non-residential projects with mobile-source emissions which exceed SBCAPCD thresholds. Change subsequent numbering, as appropriate.
8. Section 4, Environmental Justice (Page 4-11), add to policy EJ-1.1as follows: The Climate Action Plan will incorporate the goals of reducing emissions within the City to 40 percent below 1990 levels by 2030 and achieving carbon neutrality by 2045. Delete: support the preparation.

9. Section 5.3 Agricultural Soils (Page 5-5), last sentence, change the reference to the Farmland Map to “Important Farmland/ Williamson Act”.
10. Section 5.3 Agricultural Soils (Page 5-5), replace Figure 5-1 with the Important Farmlands Map (Figure 6) in the Environmental Initial Study and change the title to “Important Farmland/Williamson Act”. The Figure in the General Plan will remain Figure 5-1.
11. Section 5, Conservation and Open Space, 5.4 Biotic Resources (Page 5-7), Biological Setting paragraph 2, add a new last sentence to read: Based on a general data review, habitat-types within or directly adjacent to the City Limits were identified at a general level and are shown in Figure 5-2, Habitat Map. It is possible that habitat may be located on specific sites that is not identified in Figure 5-2. Add: New Figure 5-2.
12. Section 5, Conservation and Open Space, 5.4 Biotic Resources (Page 5-7), Special Status Plant Species, add a new last sentence to the first paragraph to read: Figure 5-3, Recorded Observations of Special-Status Plant Species, presents a map of California Natural Diversity Database records within one mile of the city limits. Add: New Figure 5-3.
13. Section 5, Conservation and Open Space, (Page 5-26), delete policy COS- 1.5 and add four new biological policies from the environmental review document as follows:

COS-1.5 - Where development could occur in areas with potential habitat for special-status species occurs, such as within the riparian or disturbed grassland areas shown on Figure 5-2, Habitat Map and Figure 5-3, Recorded Observations of Special-Status Species, or in other locations where such habitat may be present as may be identified by the Planning Director, an assessment of potential impacts to biological resources shall be conducted by a qualified biologist. If determined necessary by a qualified biologist, focused surveys per applicable regulatory agency protocols shall be conducted to determine if such species could occur. Impacts to special-status species shall be avoided or minimized to the extent possible. If impacts cannot be avoided, measures to mitigate for the loss of individuals and/or habitat shall be implemented.

COS- 1.6 - Where development could occur in areas with potential nesting bird habitat, such as within the riparian or disturbed grassland areas shown on Figure 5-2, Habitat Map, or in other locations where such habitat may be present as may be identified by the Planning Director, native nesting birds protected by the Federal Migratory Bird Treaty Act and the California Fish and Game Code shall be surveyed for and protected, if found. Disturbance activities shall not occur during the nesting season (generally considered February 1 – August 31) until nesting bird surveys have been conducted and no nesting activity is occurring on or adjacent to a project site. If nesting activity is

observed, a qualified biologist may recommend an exclusion area be maintained until birds have fledged.

COS- 1.7- The City shall protect the ecological, aesthetic, and recreational value of sensitive wetland and riparian habitats associated with aquatic features within and directly adjacent to the city limits. Where development could occur in or within 50 feet of the edge of riparian vegetation or 50 feet from the top of bank of wetland habitats shown on Figure 5-2, Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, a qualified biologist or restoration ecologist shall be retained to determine the appropriate development setbacks and other protective measures needed to ensure the long-term protection and enhancement of the sensitive community.

COS- 1.8- Applicants for projects on sites within 50 feet from the top of bank of potential jurisdictional wetlands or waterways as shown on Figure 5-2, Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, shall retain a qualified biologist/wetland regulatory specialist to conduct a site investigation and assess whether the wetland or waterway features are jurisdictional, assess potential impacts, and determine whether stream buffers/riparian setbacks are required. If a feature is found to be jurisdictional or potentially jurisdictional, the applicant shall comply with the appropriate permitting processes.

And change numbering sequence in this section.

14. Section 5, Conservation and Open Space (Page 5-26), add three new Cultural Resource Policies from the environmental review document as follows:

COS- 1.10- If unknown subsurface historical resources, including potential tribal cultural resources, are discovered during grading, excavation, trenching or other disturbance of the existing ground surface of a project site, all work shall be halted within at least 50 meters (165 feet) of the find and the area shall be staked off immediately. The City shall be notified immediately and a qualified professional archaeologist shall be retained to evaluate the find and report to the City. If the find is determined to be significant, recommendations provided by the archaeologist to mitigate potential impacts on archaeological resources and tribal cultural resources shall be required as conditions of project approval. Individual projects shall follow CEQA and other applicable State laws for mitigating impacts on cultural and tribal cultural resources.

COS-1.11- All archaeological resources and cultural resources of Native American origin, and all tribal cultural resources uncovered and recovered during the development of vacant or underutilized land shall be returned to local Native American tribes after the resources have been examined by a qualified archaeologist.

COS- 1.12- If human remains are found during earth-moving, grading, or construction activities, pursuant to Section 7050.5 of the California Health and Safety Code, all construction and excavation activity shall cease. If the remains are of Native American descent, actions must be taken to identify and appropriately treat the remains, including the coroner notifying the Native American Heritage Commission within 24 hours, and notifying a most likely descendent pursuant to Section 5097.98 of the California Public Resources Code.

15. Section 5, Conservation and Open Space (Page 5-26), add one new Geology and Soils policy from the environmental review document prepared for the Guadalupe General Plan, as follows:

COS- 1.13- In the event that evidence of paleontological resources is uncovered during ground disturbing activities, all work shall stop in the immediate area and the Planning Director shall be notified. A qualified paleontologist shall be retained to assess the scientific significance of the paleontological resources. If found to be significant, an appropriate data recovery program shall be developed and implemented by the paleontologist.

16. Section 5, Conservation and Open Spaces (Page 5-26), change program COS-1.1.1 to “within three years” (from one year), and (Page 5-27), delete program COS-1.1.3 as it is duplicative of program COS-1.1.2.

17. Section 5, Conservation and Open Space (Page 5-26), add one new GHG policy from the environmental review document prepared for the Guadalupe General Plan, as follows:

COS- 1.14- Until such time as the City adopts a qualified action plan consistent with mitigation measure GHG-1, individual development projects shall be constructed to use no natural gas and to meet California Green Building Standards Code Tier 2 requirements for electric vehicle charging infrastructure. Where such projects also generate less than 110 vehicle trips per day or produce less than 1,100 metric tons per year of carbon dioxide equivalent, no further action is required. Where such projects do not meet either the daily trip volume or mass emissions criteria, a VMT analysis must be conducted. If the VMT impact is less than significant, no further action is required. If the proposed project cannot meet one or more of the three required best management practices (no natural gas, electric vehicle support infrastructure, and less-than-significant VMT impact), the project applicant shall: 1) identify and implement other GHG reduction measures, with a priority on on-site measures; and/or 2) purchase and retire carbon offsets from a qualified registry that are real, permanent, quantifiable, verifiable, enforceable, and additional. The emission reductions and/or offsets must be equivalent

to reductions that would otherwise be realized from the best management practice(s) that cannot be implemented.

18. Section 6, Economic Development, make text changes suggested by Garret Matsuura, President, Guadalupe Business Association. These suggested changes are attached to this errata, incorporated herein by reference, and are highlighted in the text of section 6. There are also two other minor changes marked in the text by hand.
19. Section 7, Figure 7-1 (Page 7-2), clean up labels and add road identifications,
20. Section 8, Air Quality and Safety (Page 8-12), delete the page and section 8.8 as duplicative text and renumber sub-sections and pages from this point. Also remove duplicative text on page 8-19 - “Currently, there... Fire Engine”
21. Section 8, Air Quality and Safety (Page 8-25), modify policy S-1.2, as directed by the environmental review document prepared for the Guadalupe General Plan, to read: The City will review all ~~non-residential~~ development projects for impact on air quality and will require the implementation of the Santa Barbara County Air Pollution Control District dust control measures during construction, implement exhaust control measures during construction activities, and require all development projects to pave roads and parking lots. Also modify policy numbers 8-27 and 8-28 as there are duplicate numbers.
22. Section 9 (Page 9-6 and Page 9-8) correct population numbers to match on page 1-1 of 8,346 existing residents (DOF, January 2021) and projected residents at 3,425 (to match Table 2-2, equaling a potential buildout of 11,771 residents).
23. Section 9, Table 9-2 (Page 9-10), change title to “Solid Waste Landfill Capacity (2010 through 2019) and modify text on previous page (Page 9-9) to reflect that change.
24. Section 10, Noise, modify this section of the 2042 General Plan to incorporate the Technical Noise Study-Guadalupe General Plan and its recommendations. Change Figure 10-1 to Table 10-1, and delete the current Table 10-1 (Page 10-10).

Guadalupe General Plan Errata



ATTACHMENT

TABLE OF CONTENTS

6.0 ECONOMIC DEVELOPMENT.....	6-1
6.1 Introduction.....	6-1
6.2 Issues and Opportunities.....	6-1
6.3 Economic Development Strategy	6-4
6.4 Guadalupe Business Association	6-7
6.5 Goals, Policies, and Programs.....	6-8

Appendices (None)

Figures

Figure 6-1	Set of the Ten Commandments (circa 1956).....	6-3
------------	---	-----

Tables

Table 6-1	Resident Employment by Industry (Age 16+).....	6-2
-----------	--	-----



Economic Development

6.1 INTRODUCTION

The Economic Development Element is an optional element of the general plan. It addresses the key factors that drive a city's economy, identifies a city's ability to attract quality employment for residents, and revenue for city programs. A majority of workers in the city travel from outside the city limits, and the majority of residents in the city work in neighboring job centers. The residents of Guadalupe have lower median incomes as compared to the County and the State. They also have long commute times, and travel far to find employment. Therefore, it is a priority for the city to identify ways to create better paying jobs for its residents.

The conversion of commercial land to mixed use can generate new job growth at the same time that it creates much needed housing for the city. Such development has the added benefit of decreasing commute times for residents that live and work in the area. The intensification of Downtown Guadalupe can also increase its attractiveness as a tourist destination and provide additional retail jobs and opportunities.

6.2 ISSUES AND OPPORTUNITIES

Guadalupe is surrounded by beautiful and productive agricultural lands, and agriculture is the city's main economic sector and one with the most potential for growth. Infrastructure is in place and systems are developed for the transportation of people and goods to and from the surrounding farmlands. Apio/Curation, one of the nation's largest vegetable packaging and distribution companies, has a large processing facility in Guadalupe. This is one of several packing/shipping facilities within the city. The City's location on the California coast and its mild Mediterranean climate is ideal for agriculture and provides opportunity for future agricultural operations. [Table 6-1, Resident Employment by Industry](#), shows resident employment¹ by industry in Guadalupe, and agriculture leads the list.

¹ Resident employment means the number of an area's residents that are employed, as compared to at-place employment which refers to the number of persons employed in an area whether or not they reside in the area.

Table 6-1 Resident Employment by Industry (Age 16+)

Industry	Guadalupe		SB County	
	Employed Population	Percent of Total	Employed Population	Percent of Total
Agriculture, forestry, fishing and hunting, and mining				
Agriculture, forestry, fishing and hunting	973	29%	18,748	9%
Mining, quarrying, and oil and gas extraction	23	1%	687	0%
Construction	163	5%	12,302	6%
Manufacturing	200	6%	14,552	7%
Wholesale trade	207	6%	3,889	2%
Retail trade	327	10%	20,456	10%
Transportation and warehousing, and utilities				
Transportation and warehousing	35	1%	5,610	3%
Utilities	0	0%	874	0%
Information	56	2%	3,942	2%
Finance and insurance, and real estate and rental and leasing				
Finance and insurance	111	3%	5,378	3%
Real estate and rental and leasing	35	1%	4,533	2%
Professional, scientific, and management, and administrative and waste management services				
Professional, scientific, and technical services	0	0%	16,031	8%
Management of companies and enterprises	0	0%	151	0%
Administrative and support and waste management services	205	6%	9,667	5%
Educational services, and health care and social assistance				
Educational services	171	5%	24,305	11%
Health care and social assistance	405	12%	25,157	12%
Arts, entertainment, and recreation, and accommodation and food services				
Arts, entertainment, and recreation	61	2%	6,056	3%
Accommodation and food services	73	2%	20,535	10%
Other services, except public administration	161	5%	11,823	6%
Public administration	107	3%	8,742	4%
TOTAL	3,313	100%	213,438	100%

SOURCE: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Tourism is another sector that provides opportunity for economic revenue. Guadalupe's location along one of the major touristic routes in the world, Highway 1, gives the City great potential to capture tourist interest. The adjacent and noteworthy Guadalupe-Nipomo Dunes is the second largest remaining dune system in California. The City's Dune Center is an asset to the tourism industry, and the remains of the original Ten Commandments movie set add further attraction to the area. [Figure 6-1, Set of the Ten Commandments](#), shows the set from Cecil B. DeMille's movie the Ten Commandments.

Figure 6-1 Set of the Ten Commandments (circa 1956)



Source: Dunes Center website:

<http://dunescenter.org/visit-the-dunes/dunes-center/exhibits-and-activities-research/the-lost-city-of-demille/>

Annually, tens of thousands of tourists come from all over the world to travel Highway 1 from the Pacific Northwest to the Mexico border by bicycle, private automobile, tour busses, and recreation vehicles.

The City currently has no tourism infrastructure in place, which could include campgrounds, hostels, or hotels. Few other amenities exist, such as restaurants, lounges, rest stops, or coffee shops, which could potentially serve the annual procession of tourists through the area. Tourists often bypass Guadalupe as they travel between the San Luis Obispo area and Santa Barbara. By utilizing U.S. 101, bicycle tourists are an especially noteworthy sector, as the nearest facilities are located as far away as Pismo Beach to the north and Buellton and Solvang to the south. The City and stakeholders have identified bicycle tourism as a market that should be captured.

Currently, Guadalupe lacks consistent and ubiquitous high-speed broadband services. While some vendors do provide high speed Internet service in parts of the City, most importantly, high speed Internet service is lacking in the downtown corridor. This lack of Internet connection can be off-putting to potential businesses and makes it more difficult to attract 21st century industries to establish themselves within the City. As an underserved community, Guadalupe is in a somewhat unique position to leverage State and Federal

funding to improve connectivity to its citizenship at both the local and regional level as tri-county plans for broadband infrastructure improvement include the development of a Northern Santa Barbara County fiber ring extending from Ventura County in the south, up to the Five Cities area to the north in San Luis Obispo County and east to Cuyama. Guadalupe's location along Highway 1, combined with the railroad tracks through the center of town make it an integral geographic piece for the development of regional broadband infrastructure.

The high percentage of vacant commercial buildings presents an additional opportunity. There is considerable space for new businesses to move in, and significant demand for business enterprises downtown, which would bolster local tax revenue. An artificial negative constraint on uses that are allowed in commercial, commercial-industrial, and industrial zones unjustifiably discourages new business growth. Expanding the direct retail, food and drink service of products manufactured in the commercial-industrial and industrial zones, and expanding housing opportunities in commercial zones will enhance opportunities for new business growth and retention of existing businesses. This would serve the City twofold: by conveniently serving residents with local shopping options and by generating City revenue. Coupled with the addition of the aforementioned high-speed Internet availability, new, technology-based businesses could find the town as an attractive base of operations without the need for major cosmetic modifications that would change the character of the downtown corridor. Guadalupe's distinct character, a mixture of Spanish and agricultural heritage, is a tremendous source of local pride.

6.3 ECONOMIC DEVELOPMENT STRATEGY

In the prior *Guadalupe 2002 General Plan*, Guadalupe's economic development strategy focused on growth of the community's economic base. Growth in basic industry (e.g., production of goods for export) would support well-paying jobs, which would then spin off service-related jobs through an economic multiplier effect. This is sound economic theory that has underpinned economic development efforts across the nation.



Nonetheless, successful implementation of this approach has proven difficult for many communities. Base industry tends to be location specific—Silicon Valley attracts high tech companies; Los Angeles attracts entertainment dollars—and identifying a community's economic development niche is a difficult task that has over the years preoccupied many an economic expert.

The history of economic development is littered with efforts by cities to offer all sorts of incentives—from tax breaks to free land—to attract new base industry. The market is fickle, however, and the private business decision on where to locate a new business—say, an agricultural processing facility, for example—depends on more than just lower taxes. It also involves entrepreneurial spirit, history, family, climate, transportation, and a good degree of luck.

In other words, economic development sometimes requires early work that has less to do with attracting industries directly and more to do with attracting a class of young, ambitious people who are interested in making a life for themselves over the longer haul. While Guadalupe may not be today's choice for the next Del Monte Foods—good for them if it is—it may be in a position to retain more young people who grew up in Guadalupe and perhaps even attract more young ambitious people from outside the community, neither of whom can afford housing prices in the region's more affluent communities.

Guadalupe's economic development strategy builds on four key assets enjoyed by Guadalupe: 1) AMTRAK and other commuter rail services, 2) affordable housing and real estate, and 3) industrial manufacturing, remanufacturing and processing cannabis processing. Each of these is discussed in more detail below.

The first is Guadalupe's AMTRAK rail service—the Pacific Surfliner. Transportation has historically played a key role in economic development across the globe, and this AMTRAK route should rightfully be front and center in Guadalupe's economic development strategy. The second key asset enjoyed by Guadalupe is its underdeveloped Downtown and overall low real estate prices (e.g., Guadalupe enjoys the lowest median-priced housing in Santa Barbara County).



The Santa Maria Railroad is working with State and local government to institute a doubling of commuter rail service from Guadalupe to Paso Robles. The combination of commuter AMTRAK-rail service and low real estate prices creates the potential for a robust urban housing market that can attract young urban professionals and perhaps retain younger Guadalupe residents who do not yet have the income to purchase a single-family home in one of the more traditional residential neighborhoods of Guadalupe. With planning support from the City of Guadalupe, this urban housing market could attract the investment dollars and talented urban designers/developers needed to make such a plan a reality.

It's worth noting that the pursuit of urban housing, which is by design more affordable and more amenable to placemaking than subdivisions of single-family housing alone, aligns well with state priorities. This strategy builds on the momentum created by California's housing crisis, the solving of which will remain one of the State's top priorities for years to come. Therefore, the strategy has the advantage of solving the City's housing element problems and positions the community for state and federal grant dollars. It essentially turns Sacramento's "housing crisis" into Guadalupe's economic development opportunity. Furthermore, the urban infill strategy articulated in this Economic Development Element (and reinforced by changes in the Land Use Element) makes better use of Downtown real estate and tracks well with the overall trend of a diminishing need for brick-and-mortar storefronts as commerce increasingly goes online.



It also worth noting that the former Vandenberg Air Force Base has been reconstituted as the Vandenberg Space Force Base. The Vandenberg Space Force Base is located approximately 20 miles south of Guadalupe and is accessible by the same AMTRAK Pacific Surfliner service that Guadalupe enjoys. It is not unreasonable to expect in the coming decades that the Vandenberg Space Force Base will experience considerable growth, as the nation is only at the very beginning of a new era of space-based national security concerns. Guadalupe's urban living strategy could be a natural fit for military families looking for affordable housing and urban life styles that are an easy train ride away.

A third key asset for Guadalupe's economic development involves manufacturing, remanufacturing and processing cannabis. Guadalupe is host to a robust agricultural processing and packing industry, and the legalization of cannabis provides an opportunity for growth in this economic sector. In 2021, the Guadalupe City Council adopted regulations allowing for commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products. Cannabis processing is a natural fit for Guadalupe and could provide substantial revenues in the future as the industry matures. Guadalupe has a history, a labor force, and many structures suitable for heavy and light manufacturing and processing accessible by rail and truck shipping routes.

The addition of broadband services to the downtown corridor creates a fourth and final asset for economic development. The provisioning of 21st century Internet capabilities with room for growth can attract businesses that fit the model of the existing downtown corridor industries, but can also provide options and opportunities for new and exciting businesses. It can also provide "non-conventional" job opportunities for those that work from home. Having a functional middle mile network managed in-part by the City would also allow for an additional revenue stream if broadband access were sold as a 4th utility. Depending on

how this could be funded and implemented, it could provide both near-immediate returns as well as providing new opportunities for economic growth and development for years to come.

The rehabilitation of the Royal Theater can provide both a direct and indirect boost to economic development. The establishment of the Guadalupe Center for the Visual and Performing Arts will provide local jobs and opportunities for contracted performers and special events to bring revenue to the City. Additionally, the re-establishment of a cultural and historic venue will indirectly help economic development by adding to the tourism appeal of the town. A local performing arts center with a vibrant schedule of local and national talent can bring in visitors from outside the City to stay in short-term rentals and to eat at local establishments. It also demonstrates the City's commitment to the preservation of local history, which emphasizes the unique character of the downtown corridor as a tourist destination.

The endgame for Guadalupe's economic development strategy remains the same as it was in 2002, when the City first adopted its Economic Development Element: attracting base industry, with its higher paying jobs and economic multiplier effect. The strategy outlined here builds on that original approach by focusing on its preconditions for success. Young, urban professionals create a job market that over time attract base industries looking for an educated and creative workforce.

In a nutshell, Guadalupe's strategy is one of playing the long game. Real, sustainable economic development does not occur overnight, but with sustained effort to build on its community's strengths, the City of Guadalupe can create a vision of dynamic vitality that has the potential to succeed in the long term.

6.4 GUADALUPE BUSINESS ASSOCIATION

The Guadalupe Business Association is dedicated to the promotion, expansion and development of its members by providing services that directly aid, support and promote their business and by expressing and supporting common goals for the protection, identity and growth of Guadalupe businesses and the community. The association's Board of Directors is currently made up of a president, secretary, and treasurer.

As a private organization dedicated to economic development, the Guadalupe Business Association is a key partner for the City of Guadalupe as it works to create a vibrant downtown and attract higher paying jobs to the community.

6.5 GOALS, POLICIES, AND PROGRAMS

Goals

- Goal ED-1** To create a vibrant downtown as a precondition to attracting base industry and higher paying jobs.
- Goal ED-2** To promote Guadalupe for the attraction of additional base industrial jobs and tourism.
- Goal ED-3** To establish a cooperative and enthusiastic relationship with the private sector to foster the development of the City.
- Goal ED-4** To continue to grow the agricultural sector of the economy and develop relationships in this sector to mitigate residents' concerns over agricultural/urban land use conflicts.
- Goal ED-5** To develop a sustainable broadband middle mile infrastructure model with the community to support resilience, emergency services, homeland security, economic growth, and business development.
- Goal ED-6** Expand allowed residential uses in Commercial Zones to provide business owners and employees housing close to work, reduce impacts of commuting, and enhance security of commercial establishments with residents available to see and report crime, vandalism, fire and flood.
- Goal ED-7** Expand allowed retail, food and drink sales in Commercial-Industrial and Industrial Zones to attract more restaurants, wineries, breweries, distilleries, and specialty manufacturers to do business in Guadalupe.

Policies

- Policy ED-1.1** 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 additional base industry.

- Policy ED-1.2** The City will use its land use and zoning regulations to help protect the economic position of viable commercial areas and promote mixed-use development in Downtown Guadalupe.
- Policy ED-1.3** The City may expect local merchants and property owners to maintain their buildings to the highest possible level within their available financial means, and the City will assist with property rehabilitation and maintenance, thereby improving the visual image of the City. It will also encourage the renovation of older and historic buildings and the rehabilitation of Guadalupe’s commercial districts in general through low-interest loans and other state and federal programs.
- Policy ED-1.4** The City will work to revitalize the Central Business District by promoting mixed-use development, providing additional parking, upgrading properties, requiring architectural compatibility, and improving circulation with improved pedestrian and bicycle facilities. It will also support the creation of incentives and waivers of regulations to encourage revitalization and promote sustainable broadband infrastructure throughout the city.
- Policy ED-1.5** The City will encourage new types of commercial and industrial uses in order to diversify the City’s economic base.
- Policy ED-1.6** The City will work to grow the agricultural sector of the economy, while addressing community issues created by agricultural operations.

Programs

- Program ED-1.1.1** Within one year of adoption of the *Guadalupe 2021 General Plan*, the Building and Planning Department will undertake a process with the City Council to revise the City’s zoning ordinance to allow a fuller mix of commercial and urban residential uses in Downtown Guadalupe and expand retail, food and drink sales in Commercial-Industrial and Industrial Zones that is consistent with the new mixed-use designation created in the Land Use Element. See also LU-1.1.3.
- Program ED-1.1.2** Within two years of adoption of the *Guadalupe 2021 General Plan*, the Building and Code Enforcement Unit will work with the City Council to establish a program to assist property

owners in the demolition of dilapidated structures, to clean up vacant lots, and to rehabilitate and reconstruct substandard commercial and residential structures.

Program ED-1.1.3

On an ongoing basis, the City Administrator will work to promote economic vitality in Guadalupe by maintaining and expanding partnerships with the Guadalupe Business Association, the Economic Alliance, the Santa Maria Valley Chamber of Commerce, and the Santa Maria Economic Development Commission.

Program ED-1.1.4

In conjunction with the Guadalupe Broadband Task Force, Broadband Consortium of the Pacific Coast, SBCAG, and other regional stakeholder groups, the City will work towards a goal of providing a middle mile broadband infrastructure to provide broadband access to all within the City.

Program ED-1.1.5

As funding becomes available, the Public Works Department will work with the City Council to implement ideas that grow out of the Guadalupe to Beach Multi-Use Trail Feasibility Study to construct a regional bicycle/pedestrian facility that is routed through Downtown Guadalupe. See also CIR-1.1.10.

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA ADOPTING THE FINDINGS OF FACT REQUIRED BY THE CALIFORNIAL ENVIRONMENTAL QUALITY ACT (CEQA) AND THE FINAL INITIAL STUDY-MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE GUADALUPE 2042 GENERAL PLAN

WHEREAS, the Guadalupe City Council has directed staff to prepare an update to the 2002 General Plan covering the entire land area of the city, along with preparation of an appropriate CEQA environmental document; and

WHEREAS, the City Council contracted with EMC Planning Group, Inc. to prepare an Initial Study and environmental document. Upon completion of the Initial Study, a recommendation to prepare a Mitigated Negative Declaration (MND) was accepted by the City's Planning Director; and

WHEREAS, the City's Planning Director determined that the General Plan update would not result in significant impacts on the environment after the implementation of mitigation measures, and therefore authorized preparation of an Initial Study-Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA) and related Guidelines (Public Resources Code 21000 et seq.); and

WHEREAS, the Draft Initial Study-MND circulated for a public review period of 30 days (August 13, 2021 through September 13, 2022) with a second 30-day review period for the State Clearinghouse (August 25, 2022 through September 25, 2022); and

WHEREAS, all mitigation measures identified in the Final Initial Study-Mitigated Negative Declaration have been incorporated as Policies in the appropriate elements of the 2042 General Plan; and

WHEREAS, all mitigation measures imposed on the project will be monitored through the Mitigation Monitoring and Reporting Program (MMRP) attached to these findings, and attached to the Final Initial Study-Mitigated Negative Declaration; and

WHEREAS, there is no substantial evidence in the whole record before the City Council supporting a fair argument that the project as described in the Final Initial Study-Mitigated Negative Declaration will have a significant effect on the environment; and

WHEREAS, the Final Initial Study-Mitigated Negative Declaration reflects the City Council's independent judgment; and

WHEREAS, on November 13, 2022, the City mailed notice of the City Council's hearing on the Final Study-Mitigated Negative Declaration for the 2042 General Plan to all persons and

organizations requesting such notice, local agencies providing essential facilities or public services, as well as published in a 1/8th page legal advertisement, pursuant to Government Code § 65353(c) and § 65091(a)(4), in the Santa Maria Times, a newspaper of local circulation on November 12, 2022 and posted the public hearing notice in three public places in the City of Guadalupe on November 9, 2022; and

WHEREAS, the notice of the City Council’s hearing on the Final Study-Mitigated Negative Declaration 2042 General Plan was posted to the City’s website on November 9, 2022; and

WHEREAS, notice of the City Council’s hearing on the Final Study-Mitigated Negative Declaration 2042 General Plan was posted at least 72-hours prior to the Council hearing as part of the City Council’s meeting agenda as required by the Brown Act.

NOW THEREFORE, the City Council of the City of Guadalupe does hereby resolve as follows:

SECTION 1. *Recitals.* The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. *Findings.* There are no significant effects of the project on the environment based upon the analysis contained in the Final Initial Study-Mitigated Negative Declaration and MMRP, which properly assessed the environmental impacts of the project, in accordance with CEQA, and the CEQA Guidelines. This resolution incorporates by reference the environmental findings and analysis set forth in the Final IS-MND.

SECTION 3. The City Council hereby adopts the Final Initial Study-Mitigated Negative Declaration and the MMRP attached hereto as Exhibits 1 and 2, respectively.

SECTION 4. That 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 of the City Council of the City of Guadalupe held this 22nd day of November 2022 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. 2022-103**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, 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

[Click here to view the
FINAL INITIAL STUDY-MITIGATED NEGATIVE DECLARATION](#)

**City of Guadalupe 2042 General Plan Update
Mitigation Monitoring and Reporting Program**

INTRODUCTION

CEQA Guidelines section 15097 requires public agencies to adopt reporting or monitoring programs when they approve projects subject to an environmental impact report or a negative declaration that includes mitigation measures to avoid significant adverse environmental effects. The reporting or monitoring program is to be designed to ensure compliance with conditions of project approval during project implementation in order to avoid significant adverse environmental effects.

The law was passed in response to historic non-implementation of mitigation measures presented in environmental documents and subsequently adopted as conditions of project approval. In addition, monitoring ensures that mitigation measures are implemented and thereby provides a mechanism to evaluate the effectiveness of the mitigation measures.

A definitive set of project conditions would include enough detailed information and enforcement procedures to ensure the measure's compliance. This monitoring program is designed to provide a mechanism to ensure that mitigation measures and subsequent conditions of project approval are implemented.

MONITORING PROGRAM

This monitoring program is applicable to the Guadalupe 2042 General Plan Update based on the mitigation measures included in the approved Mitigated Negative Declaration. These mitigation measures are designed to eliminate or reduce significant adverse environmental effects to less-than-significant levels. These mitigation measures become conditions of project approval for any subsequent development projects. The attached checklist is intended for monitoring the implementation of the adopted mitigation measures.

MONITORING PROGRAM PROCEDURES

The City of Guadalupe shall use the attached monitoring checklist for the proposed project.

The monitoring program should be implemented as follows:

1. The Guadalupe Planning Department should be responsible for coordination of the monitoring program, including the monitoring checklist. The Planning Department should be responsible for completing the monitoring checklist and distributing the checklist to the responsible individuals or agencies for their use in monitoring the mitigation measures.
2. Each responsible individual or agency will then be responsible for determining whether the mitigation measures contained in the monitoring checklist have been complied with. Once all mitigation measures have been complied with, the responsible individual or agency should submit a copy of the monitoring checklist to the Planning Department to be placed in the project file. If the mitigation measure has not been complied with, the monitoring checklist should not be returned to the Planning Department.
3. The Guadalupe Planning Department will review the checklist to ensure that appropriate mitigation measures and additional conditions of project approval included in the monitoring checklist have been complied with at the appropriate time, e.g., prior to issuance of a use permit, etc. Compliance with mitigation measures is required for project approvals.
4. If a responsible individual or agency determines that a non-compliance has occurred, a written notice should be delivered by certified mail to the project proponent within 10 days, with a copy to the Planning Department, describing the non-compliance and requiring compliance within a specified period of time. If non-compliance still exists at the expiration of the specified period of time, construction may be halted and fines may be imposed at the discretion of the City of Guadalupe.

MITIGATION MONITORING CHECKLIST

Step 1 ***Prior to Issuance of Grading Permits or Start of Construction Activities***

Mitigation Measure

AQ-1 Dust-Control Measures. Require the implementation of the Santa Barbara County Air Pollution Control District dust control measures during construction of new development projects.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

AQ-2 Construction Exhaust. Implement Santa Barbara County Air Pollution Control District construction exhaust control measures during construction activities.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

BIO-1 Habitat for special-status species. Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Where development could occur in areas with potential habitat for special-status species occurs, such as within the riparian or disturbed grassland areas shown on Figure 7 (Final MND), Habitat Map, or in other locations where such habitat may be present as may be identified by the Planning Director, an assessment of potential impacts to biological resources shall be conducted by a qualified biologist. If determined necessary by a qualified biologist, focused surveys per applicable regulatory agency protocols shall be conducted to determine if such species could occur. Impacts to special-status species shall be avoided or minimized to the extent possible. If impacts cannot be avoided, measures to mitigate for the loss of individuals and/or habitat shall be implemented.

Party Responsible for Implementation: *Project Developer*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Bio-2 Nesting bird habitat. Where development could occur in areas with potential nesting bird habitat, such as within the riparian or disturbed grassland areas shown on Figure 7, Habitat Map, or in other locations where such habitat may be present as may be identified by the Planning Director, native nesting birds protected by the Federal Migratory Bird Treaty Act and the California Fish and Game Code shall be surveyed for and protected, if found. Disturbance activities shall not occur during the nesting season (generally considered February 1 – August 31) until nesting bird surveys have been conducted and no nesting activity is occurring on or adjacent to a project site. If nesting activity is observed, a

qualified biologist may recommend an exclusion area be maintained until birds have fledged.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

BIO-3 Replace Policy COS-1.5 of the proposed general plan with the following policy:
Wetland and riparian habitats. The City shall protect the ecological, aesthetic, and recreational value of sensitive wetland and riparian habitats associated with aquatic features within and directly adjacent to the city limits. Where development could occur in or within 50 feet of the edge of riparian vegetation or 50 feet from the top of bank of wetland habitats shown on Figure 7 (Final MND), Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, a qualified biologist or restoration ecologist shall be retained to determine the appropriate development setbacks and other protective measures needed to ensure the long-term protection and enhancement of the sensitive community.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

BIO-4 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Jurisdictional wetlands setback. Applicants for projects on sites within 50 feet from the top of bank of potential jurisdictional wetlands or waterways as shown on Figure 7 (Final MND), Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, shall retain a qualified biologist/wetland regulatory specialist to conduct a site investigation and assess whether the wetland or waterway features are jurisdictional, assess potential impacts, and determine whether stream buffers/riparian setbacks are required. If a feature is found to be jurisdictional or potentially jurisdictional, the applicant shall comply with the appropriate permitting processes.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

CUL-1 Add the following new policy to the Community Design and Historic Preservation Element of the proposed general plan:

Tribal cultural resources. If unknown subsurface historical resources, including potential tribal cultural resources, are discovered during grading, excavation, trenching or other disturbance of the existing ground surface of a project site, all work shall be halted within at least 50 meters (165 feet) of the find and the area shall be staked off immediately. The City shall be notified immediately and a qualified professional archaeologist shall be retained to evaluate the find and report to the City. If the find is determined to be significant, recommendations provided by the archaeologist to mitigate potential impacts on archaeological resources and tribal cultural resources shall be required as conditions of

project approval. Individual projects shall follow CEQA and other applicable State laws for mitigating impacts on cultural and tribal cultural resources.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Step 2 Prior to Issuance of Building Permits

Mitigation Measure

CUL-2 Return artifacts. All archaeological resources and cultural resources of Native American origin, and all tribal cultural resources uncovered and recovered during the development of vacant or underutilized land shall be returned to local Native American tribes after the resources have been examined by a qualified archaeologist.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

CUL-3 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Human Remains. If human remains are found during earth-moving, grading, or construction activities, pursuant to Section 7050.5 of the California Health and Safety Code, all construction and excavation activity shall cease. If the remains are of Native American descent, actions must be taken to identify and appropriately treat the remains, including the coroner notifying the Native American Heritage Commission within 24 hours, and notifying a most likely descendent pursuant to Section 5097.98 of the California Public Resources Code.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

GEO-1 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Paleontological resources. In the event that evidence of paleontological resources is uncovered during ground disturbing activities, all work shall stop in the immediate area and the Planning Director shall be notified. A qualified paleontologist shall be retained to assess the scientific significance of the paleontological resources. If found to be significant, an appropriate data recovery program shall be developed and implemented by the paleontologist.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

GHG-1 GHG reduction plan. If the City of Guadalupe has adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall have the option to incorporate applicable GHG reduction measures identified in the GHG reduction strategy into the proposed project. Applicable measures from the reduction strategy shall be confirmed by the City of Guadalupe. If the Planning Department finds that the project is consistent with the GHG reduction strategy, the significant project GHG impact would be reduced to less than significant and no further mitigation would be required.

If City has not adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall implement mitigation measure GHG-2.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

GHG-1 Modify proposed general plan policy EJ-1.1 as follows:

Climate Action Plan. The City will prepare a climate action plan to identify ways to reduce citywide greenhouse gas emissions and minimize the impacts of climate change on Guadalupe residents. The climate action plan will incorporate the goals of reducing emissions within the city to 40 percent below 1990 levels by 2030 and achieving carbon neutrality by 2045. If City has not adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall implement mitigation measure GHG-2.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

GHG-2 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Natural Gas Prohibition. Until such time as the City adopts a qualified action plan consistent with mitigation measure GHG-1, individual development projects shall be constructed to use no natural gas and to meet California Green Building Standards Code Tier 2 requirements for electric vehicle charging infrastructure. Where such projects also generate less than 110 vehicle trips per day or produce less than 1,100 metric tons per year of carbon dioxide equivalent, no further action is required. Where such projects do not meet either the daily trip volume or mass emissions criteria, a VMT analysis must be conducted. If the VMT impact is less than significant, no further action is required. If the proposed project cannot meet one or more of the three required best management practices (no natural gas, electric vehicle support infrastructure, and less-than-significant VMT impact), the project applicant shall:

- 1) identify and implement other GHG reduction measures, with a priority on on-site measures; and/or
- 2) purchase and retire carbon offsets from a qualified registry that are real, permanent, quantifiable, verifiable, enforceable, and additional. The emission reductions and/or offsets must be equivalent to reductions that would otherwise be realized from the best management practice(s) that cannot be implemented.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

- N-1 Construction Noise Reduction. Construction activities at new development sites shall be managed to reduce noise generation. Construction contractors will implement the following construction noise reduction measures, or equivalent measures that achieve the same noise reduction:

- Restrict noise-generating activities at construction sites or in areas adjacent to construction sites to the hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Construction shall be prohibited on Sundays and Federal holidays unless prior written approval is granted by the building official.
- Where feasible, construct temporary noise barriers between the noise source and receiver, where feasible.
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers.
- Prohibit unnecessary engine idling.
- Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far as possible from receivers as possible. Adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise levels.
- Utilize "quiet" air compressors and other stationary noise sources where technology exists.
- Route all construction traffic via designated truck routes where possible. Prohibit construction related heavy truck traffic in residential areas where feasible.
- Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator to whom complaints can be directed and issues resolved.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department and Public Works Department

Monitoring Notes:

Mitigation Measure

- N-1 Construction vibration. The City will review new public and private development proposals to determine whether their construction has potential to cause vibration at levels that could cause strongly perceptible annoyance to nearby sensitive receptors and existing structures or could result in structure damage to adjacent buildings or infrastructure. Where this potential exists, the City will require a vibration analysis to determine whether such impacts may occur and if so, identify mitigation measures that shall be implemented during the construction process to reduce vibration annoyance and damage potential to acceptable levels.

Monitoring Notes:

RESOLUTION NO. 2022-104**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA, ADOPTING THE 2042 GENERAL PLAN AND LAND USE DESIGNATION MAP, REPLACING THE 2002 GENERAL PLAN**

WHEREAS, pursuant to California Government Code Section 65300, each city and county in California must adopt a comprehensive, long-term general plan addressing the physical development of the county or city, and any land outside its boundaries which in the agency's judgment bears relation to its planning; and

WHEREAS, pursuant to California Government code Section 65302 a general plan shall consist of statements and diagrams addressing communitywide development goals and/or objectives and policies and programs to achieve those goals and/or objectives relating to seven mandatory elements: **land use, circulation, housing, conservation, open space, noise, safety**; and

WHEREAS, the City of Guadalupe has prepared its 2042 General Plan with the following additional non-mandatory elements: **environmental justice, air quality, economic development, community design/historic preservation, and public facilities**; and

WHEREAS, on January 26, 1987, the Guadalupe City Council adopted the 1987 General Plan by Resolution No. 87-784, and subsequently in 2002, it adopted its most recent update; and

WHEREAS, it is necessary, timely, and desirable to comprehensively update the 1987 General Plan; and

WHEREAS, through an extensive and lengthy public process, including workshops and hearings before the City Council, the City of Guadalupe has prepared a comprehensive update to the 2002 General Plan entitled City of Guadalupe 2042 General Plan; and

WHEREAS, the 2042 General Plan updates the 2002 General Plan, including providing updated Goals, Policies, and Programs reflecting the community's vision of Guadalupe through 2042; and

WHEREAS, the 2042 General Plan includes an amended land use map applying land use designations to all parcels subject to the Plan and it will supersede the text and maps of the 2002 General plan; and

WHEREAS, the Guadalupe City Council adopted the 2019-2027 Guadalupe Housing Element of the General Plan on February 5, 2019, which shall remain in effect until a 6th Cycle Housing Element is prepared and adopted in 2023; and

WHEREAS, the City, acting as lead agency, prepared a Final Mitigated Negative Declaration (MND) consisting of a Draft MND and response to comments, which are the subject of a separate resolution (Resolution No. 2022-103); and

WHEREAS, on November 13, 2022, the City mailed notice of the City Council's hearing on the 2042 General Plan to all persons and organizations requesting such notice, local agencies

providing essential facilities or public services, as well as published in a 1/8th page legal advertisement, pursuant to Government Code § 65353(c) and § 65091(a)(4), in the Santa Maria Times, a newspaper of local circulation on November 12, 2022 and posted the public hearing notice in three public places in the City of Guadalupe on November 9, 2022; and

WHEREAS, the notice of the City Council's hearing on the 2042 General Plan was posted to the City's website on November 9, 2022; and

WHEREAS, notice of the City Council's hearing on the 2042 General Plan was posted at least 72-hours prior to the Council hearing as part of the City Council's meeting agenda as required by the Brown 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 1 to this Resolution are true and correct and reflects the independent judgement of the City Council, which are hereby adopted and incorporated herein by this reference.

SECTION 2. The City Clerk shall certify as to the adoption of this Resolution.

SECTION 3. That 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 of the City Council of the City of Guadalupe held this 22nd day of November 2022 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. 2022-104**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, and that same was approved and adopted.

Amelia M. Villegas, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip F. Sinco, City Attorney

**FINDINGS FOR APPROVAL
GUADALUPE 2042 GENERAL PLAN**

1. The City Council hereby finds that the above recitals (Resolution No. 2022- 104) are true and correct and incorporated herein by reference as if set forth in full.
2. The City Council hereby finds that the 2042 General Plan update adopted in Resolution No. 2022-104 is essential for the preservation of public health, safety, and general welfare and is in compliance with all applicable procedures required by state law and the City of Guadalupe.
3. The prior 2002 General Plan and land use designation map are deleted in whole with adoption of this new 2042 General Plan and new land use designation map.
4. The 2042 General Plan comprises an integrated, internally consistent and compatible statement of policies in compliance with Government Code § 65300.5.

City of Guadalupe 2042 General Plan Update Mitigation Monitoring and Reporting Program

INTRODUCTION

CEQA Guidelines section 15097 requires public agencies to adopt reporting or monitoring programs when they approve projects subject to an environmental impact report or a negative declaration that includes mitigation measures to avoid significant adverse environmental effects. The reporting or monitoring program is to be designed to ensure compliance with conditions of project approval during project implementation in order to avoid significant adverse environmental effects.

The law was passed in response to historic non-implementation of mitigation measures presented in environmental documents and subsequently adopted as conditions of project approval. In addition, monitoring ensures that mitigation measures are implemented and thereby provides a mechanism to evaluate the effectiveness of the mitigation measures.

A definitive set of project conditions would include enough detailed information and enforcement procedures to ensure the measure's compliance. This monitoring program is designed to provide a mechanism to ensure that mitigation measures and subsequent conditions of project approval are implemented.

MONITORING PROGRAM

This monitoring program is applicable to the Guadalupe 2042 General Plan Update based on the mitigation measures included in the approved Mitigated Negative Declaration. These mitigation measures are designed to eliminate or reduce significant adverse environmental effects to less-than-significant levels. These mitigation measures become conditions of project approval for any subsequent development projects. The attached checklist is intended for monitoring the implementation of the adopted mitigation measures.

MONITORING PROGRAM PROCEDURES

The City of Guadalupe shall use the attached monitoring checklist for the proposed project.

The monitoring program should be implemented as follows:

1. The Guadalupe Planning Department should be responsible for coordination of the monitoring program, including the monitoring checklist. The Planning Department should be responsible for completing the monitoring checklist and distributing the checklist to the responsible individuals or agencies for their use in monitoring the mitigation measures.
2. Each responsible individual or agency will then be responsible for determining whether the mitigation measures contained in the monitoring checklist have been complied with. Once all mitigation measures have been complied with, the responsible individual or agency should submit a copy of the monitoring checklist to the Planning Department to be placed in the project file. If the mitigation measure has not been complied with, the monitoring checklist should not be returned to the Planning Department.
3. The Guadalupe Planning Department will review the checklist to ensure that appropriate mitigation measures and additional conditions of project approval included in the monitoring checklist have been complied with at the appropriate time, e.g., prior to issuance of a use permit, etc. Compliance with mitigation measures is required for project approvals.
4. If a responsible individual or agency determines that a non-compliance has occurred, a written notice should be delivered by certified mail to the project proponent within 10 days, with a copy to the Planning Department, describing the non-compliance and requiring compliance within a specified period of time. If non-compliance still exists at the expiration of the specified period of time, construction may be halted and fines may be imposed at the discretion of the City of Guadalupe.

MITIGATION MONITORING CHECKLIST

Step 1 *Prior to Issuance of Grading Permits or Start of Construction Activities*

Mitigation Measure

AQ-1 Dust-Control Measures. Require the implementation of the Santa Barbara County Air Pollution Control District dust control measures during construction of new development projects.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

AQ-2 Construction Exhaust. Implement Santa Barbara County Air Pollution Control District construction exhaust control measures during construction activities.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

BIO-1 Habitat for special-status species. Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Where development could occur in areas with potential habitat for special-status species occurs, such as within the riparian or disturbed grassland areas shown on Figure 7 (Final MND), Habitat Map, or in other locations where such habitat may be present as may be identified by the Planning Director, an assessment of potential impacts to biological resources shall be conducted by a qualified biologist. If determined necessary by a qualified biologist, focused surveys per applicable regulatory agency protocols shall be conducted to determine if such species could occur. Impacts to special-status species shall be avoided or minimized to the extent possible. If impacts cannot be avoided, measures to mitigate for the loss of individuals and/or habitat shall be implemented.

Party Responsible for Implementation: *Project Developer*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Bio-2 Nesting bird habitat. Where development could occur in areas with potential nesting bird habitat, such as within the riparian or disturbed grassland areas shown on Figure 7, Habitat Map, or in other locations where such habitat may be present as may be identified by the Planning Director, native nesting birds protected by the Federal Migratory Bird Treaty Act and the California Fish and Game Code shall be surveyed for and protected, if found. Disturbance activities shall not occur during the nesting season (generally considered February 1 – August 31) until nesting bird surveys have been conducted and no nesting activity is occurring on or adjacent to a project site. If nesting activity is observed, a

qualified biologist may recommend an exclusion area be maintained until birds have fledged.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

BIO-3 Replace Policy COS-1.5 of the proposed general plan with the following policy:
Wetland and riparian habitats. The City shall protect the ecological, aesthetic, and recreational value of sensitive wetland and riparian habitats associated with aquatic features within and directly adjacent to the city limits. Where development could occur in or within 50 feet of the edge of riparian vegetation or 50 feet from the top of bank of wetland habitats shown on Figure 7 (Final MND), Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, a qualified biologist or restoration ecologist shall be retained to determine the appropriate development setbacks and other protective measures needed to ensure the long-term protection and enhancement of the sensitive community.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

BIO-4 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Jurisdictional wetlands setback. Applicants for projects on sites within 50 feet from the top of bank of potential jurisdictional wetlands or waterways as shown on Figure 7 (Final MND), Habitat Map, or in other locations where such features may be present as may be identified by the Planning Director, shall retain a qualified biologist/wetland regulatory specialist to conduct a site investigation and assess whether the wetland or waterway features are jurisdictional, assess potential impacts, and determine whether stream buffers/riparian setbacks are required. If a feature is found to be jurisdictional or potentially jurisdictional, the applicant shall comply with the appropriate permitting processes.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

CUL-1 Add the following new policy to the Community Design and Historic Preservation Element of the proposed general plan:

Tribal cultural resources. If unknown subsurface historical resources, including potential tribal cultural resources, are discovered during grading, excavation, trenching or other disturbance of the existing ground surface of a project site, all work shall be halted within at least 50 meters (165 feet) of the find and the area shall be staked off immediately. The City shall be notified immediately and a qualified professional archaeologist shall be retained to evaluate the find and report to the City. If the find is determined to be significant, recommendations provided by the archaeologist to mitigate potential impacts on archaeological resources and tribal cultural resources shall be required as conditions of

project approval. Individual projects shall follow CEQA and other applicable State laws for mitigating impacts on cultural and tribal cultural resources.

Party Responsible for Implementation: Project Developer

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Step 2 Prior to Issuance of Building Permits

Mitigation Measure

CUL-2 Return artifacts. All archaeological resources and cultural resources of Native American origin, and all tribal cultural resources uncovered and recovered during the development of vacant or underutilized land shall be returned to local Native American tribes after the resources have been examined by a qualified archaeologist.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

CUL-3 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Human Remains. If human remains are found during earth-moving, grading, or construction activities, pursuant to Section 7050.5 of the California Health and Safety Code, all construction and excavation activity shall cease. If the remains are of Native American descent, actions must be taken to identify and appropriately treat the remains, including the coroner notifying the Native American Heritage Commission within 24 hours, and notifying a most likely descendent pursuant to Section 5097.98 of the California Public Resources Code.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

GEO-1 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Paleontological resources. In the event that evidence of paleontological resources is uncovered during ground disturbing activities, all work shall stop in the immediate area and the Planning Director shall be notified. A qualified paleontologist shall be retained to assess the scientific significance of the paleontological resources. If found to be significant, an appropriate data recovery program shall be developed and implemented by the paleontologist.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department

Monitoring Notes:

Mitigation Measure

GHG-1 GHG reduction plan. If the City of Guadalupe has adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall have the option to incorporate applicable GHG reduction measures identified in the GHG reduction strategy into the proposed project. Applicable measures from the reduction strategy shall be confirmed by the City of Guadalupe. If the Planning Department finds that the project is consistent with the GHG reduction strategy, the significant project GHG impact would be reduced to less than significant and no further mitigation would be required.

If City has not adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall implement mitigation measure GHG-2.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

GHG-1 Modify proposed general plan policy EJ-1.1 as follows:

Climate Action Plan. The City will prepare a climate action plan to identify ways to reduce citywide greenhouse gas emissions and minimize the impacts of climate change on Guadalupe residents. The climate action plan will incorporate the goals of reducing emissions within the city to 40 percent below 1990 levels by 2030 and achieving carbon neutrality by 2045. If City has not adopted a qualified GHG reduction strategy prior to the time building permits are issued for the project, the applicant shall implement mitigation measure GHG-2.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

GHG-2 Add the following new policy to the Conservation and Open Space Element of the proposed general plan:

Natural Gas Prohibition. Until such time as the City adopts a qualified action plan consistent with mitigation measure GHG-1, individual development projects shall be constructed to use no natural gas and to meet California Green Building Standards Code Tier 2 requirements for electric vehicle charging infrastructure. Where such projects also generate less than 110 vehicle trips per day or produce less than 1,100 metric tons per year of carbon dioxide equivalent, no further action is required. Where such projects do not meet either the daily trip volume or mass emissions criteria, a VMT analysis must be conducted. If the VMT impact is less than significant, no further action is required. If the proposed project cannot meet one or more of the three required best management practices (no natural gas, electric vehicle support infrastructure, and less-than-significant VMT impact), the project applicant shall:

- 1) identify and implement other GHG reduction measures, with a priority on on-site measures; and/or
- 2) purchase and retire carbon offsets from a qualified registry that are real, permanent, quantifiable, verifiable, enforceable, and additional. The emission reductions and/or offsets must be equivalent to reductions that would otherwise be realized from the best management practice(s) that cannot be implemented.

Party Responsible for Implementation: *Project Applicant*

Party Responsible for Monitoring: *Guadalupe Planning Department*

Monitoring Notes:

Mitigation Measure

- N-1 Construction Noise Reduction. Construction activities at new development sites shall be managed to reduce noise generation. Construction contractors will implement the following construction noise reduction measures, or equivalent measures that achieve the same noise reduction:

- Restrict noise-generating activities at construction sites or in areas adjacent to construction sites to the hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Construction shall be prohibited on Sundays and Federal holidays unless prior written approval is granted by the building official.
- Where feasible, construct temporary noise barriers between the noise source and receiver, where feasible.
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers.
- Prohibit unnecessary engine idling.
- Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far as possible from receivers as possible. Adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise levels.
- Utilize "quiet" air compressors and other stationary noise sources where technology exists.
- Route all construction traffic via designated truck routes where possible. Prohibit construction related heavy truck traffic in residential areas where feasible.
- Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator to whom complaints can be directed and issues resolved.

Party Responsible for Implementation: Project Applicant

Party Responsible for Monitoring: Guadalupe Planning Department and Public Works Department

Monitoring Notes:

Mitigation Measure

N-1 Construction vibration. The City will review new public and private development proposals to determine whether their construction has potential to cause vibration at levels that could cause strongly perceptible annoyance to nearby sensitive receptors and existing structures or could result in structure damage to adjacent buildings or infrastructure. Where this potential exists, the City will require a vibration analysis to determine whether such impacts may occur and if so, identify mitigation measures that shall be implemented during the construction process to reduce vibration annoyance and damage potential to acceptable levels.

Monitoring Notes:



**REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022**

Shannon Sweeney

Todd Bodem

Prepared by:
Shannon Sweeney
Public Works Director/City Engineer

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public Hearing to Discuss Solid Waste Franchise Agreement

RECOMMENDATION:

That City Council hold a public hearing and provide staff with direction on the next steps for the City's solid waste franchise agreement.

BACKGROUND:

The City entered into an amended and restated franchise agreement with what is now Waste Management (WM) on March 8, 2016. This agreement terminates at the close of business on July 1, 2023. The City has the right to extend the term of this franchise agreement two additional periods of five years.

DISCUSSION:

The latest amended and restated agreement is attached as Attachment 1.

The last five years have been very active in solid waste from a regulatory standpoint. Since our last agreement, most notably AB1826 (mandatory commercial organics recycling) and SB1383 (food waste recycling). WM has folded these additional requirements into their operations and reports as needed.

In light of WM's faithful execution of the existing agreement, positive working relationship with the City, and the responsiveness to resident needs and concerns, City staff recommends negotiating one 5-year extension of this franchise agreement.

Liz Gomez, Public Sector Solutions Manager from Waste Management will be present at the Council meeting to answer questions.

ATTACHMENTS

1. Amended and restated solid waste franchise agreement

**AMENDED AND RESTATED
FRANCHISE AGREEMENT BETWEEN THE CITY OF GUADALUPE, CALIFORNIA
AND VALLEY GARBAGE AND RUBBISH COMPANY, INC., d/b/a Health Sanitation Service**

This Amended and Restated Franchise Agreement (“Amended and Restated Agreement”) is entered into this 8th day of March, 2016 between the City of Guadalupe, a California general law city (“City”) and Valley Garbage & Rubbish Company, Inc., d/b/a Health Sanitation Service, a Delaware corporation, (“Grantee”), for the continued collection, transportation, processing and disposal of solid waste.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from certain residential, industrial and commercial areas in City; and

WHEREAS, City and Grantee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act (“RCRA”), and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”); and

WHEREAS, City and Grantee entered into that certain agreement entitled “Franchise Agreement between the City of Guadalupe, California and Valley Garbage and Rubbish Company, Inc., d/b/a Health Sanitation Service,” dated August 1, 2006 (“Franchise Agreement” or “Agreement”), and Grantee has been providing collection, transportation, processing and disposal of solid waste; and

WHEREAS, the Franchise Agreement was amended on December 1, 2008 (“First Amendment”) and on February 12, 2013 (“Second Amendment”). The Agreement, First Amendment and Second Amendment are collectively referred to as the (“Prior Agreement”); and

WHEREAS, City and Grantee desire to further modify the services by providing for Grantee billing for all services, and restate the entire agreement in a single unified document, as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 -DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by the Guadalupe Municipal Code (“Municipal Code”) or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement. To the extent that definitions contained in the Municipal Code conflict with definitions in the Public Resources Code, the former shall control and govern the rights and obligations of the parties hereunder, provided, however, that should the Public Resource Code's definitions be made obligatory by the state legislature on the City, then the conflicting Public Resource Code's definitions shall apply.

A. AB 939. “AB 939” shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

B. Affiliate. “Affiliate” means the Grantee, its officers, directors, shareholders, employees and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Grantee, or directly or indirectly owned or controlled by the Grantee or its principals.

C. Bulky Waste. “Bulky Waste” means large items of solid waste, such as furniture, trees, branches, stumps and other oversize wastes.

D. Commercial Solid Waste. “Commercial Solid Waste” includes all types of solid wastes generated by commercial, industrial, governmental and other sources which have been placed in an authorized solid waste container used for the temporary storage of solid waste awaiting pickup. The term “Commercial Solid Waste” does not include hazardous wastes, medical wastes, special

wastes, and e-wastes.

E. City. "City" means the City of Guadalupe, California.

F. Franchise Area. "Franchise Area" shall mean the boundaries of the Franchise Area, together with all amendments and changes thereto resulting from binding amendments to this Agreement. The current boundaries of the Franchise Area are the current city limits. Notwithstanding the foregoing, additional territory may be annexed into City as a result of development activities. Any such annexation to City shall constitute an annexation to the Franchise Area for all purposes of this agreement.

G. Franchise Fee. "Franchise Fee" means the fee or assessment imposed by the City on Grantee solely because of its status as party to this Franchise Agreement, and which inter alia, is intended to compensate City for its expenses in administering this Franchise Agreement, and to fund other waste management activities.

H. Grantee. "Grantee" shall mean Valley Garbage & Rubbish Company, Inc., d/b/a Health Sanitation Service, the entity granted the franchise to arrange for the collection and disposal of solid wastes pursuant to this Franchise Agreement. Grantee shall also mean any assignee, transferee or successor in interest of Grantee.

I. Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any forms derived directly or indirectly by Grantee, its affiliates, subsidiaries, parents or any other entity in which Grantee has a financial interest in collecting, transporting, arranging, handling and/or disposing of franchised solid wastes generated in the Franchise Area, but excluding the amount of any franchise fees, other fees or surcharges paid to the City, and any revenue derived from the sale of Recyclable Material.

J. Hazardous Waste or Materials. "Hazardous Waste or Materials" means any and all of the following:

(a) Wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

(b) Waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of California (including, without limitation, the Department of Health Services, the California Water Resources Control City, and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

(c) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §2601-2654, as amended from time to time, or regulations promulgated thereunder;

(d) Radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations; and

(e) Wastes, materials, substances or items which contain polychlorinated biphenyls.

The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over hazardous waste.

K. Industrial Solid Waste. "Industrial Solid Waste" means all Solid Waste and semi-solid waste which results from industrial processes and manufacturing operations, except for hazardous wastes or special wastes.

L. Materials Recovery Facility. "Materials Recovery Facility" means a materials recovery facility that is currently owned and operated by Grantee or which may be constructed in the future and operated by Grantee. Nothing in this Agreement shall be construed to give Grantee any right to build, own or operate a Materials Recovery Facility within the City unless said authority is given to Grantee by the City Council, which may grant or withhold such permission in its sole discretion.

M. Medical Waste. "Medical Waste" means solid waste or other materials, substances or items which may be reasonably considered infectious, pathological or biohazardous, originating from hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, medical offices, mortuaries, veterinary facilities and other similar facilities, and includes, without limitation, equipment, instruments, utensils, fomites, laboratory waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.),

dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such waste which is determined by evidence reasonably satisfactory to the Grantee to have been rendered noninfectious, non-pathological and non-biohazardous.

N. Multi-Family Units. "Multi-Family Units") shall mean a dwelling which includes two or more individual living units and which receives communal refuse and/or recycling services.

O. Recovered Materials. "Recovered Materials" means all Recyclable Materials that are source separated by customers and collected and processed by Grantee within the Franchise Area. Recovered Materials shall also include Recyclable materials received by Grantee by means of any other recycling program operated by Grantee.

P. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials which are reused or processed, or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The terms "Recyclables" or "Recyclable Material" include transformable and compostable materials. The terms "Recyclables" or "Recyclable Material" include paper, newsprint, printed matter, paper containers, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials (green waste), and such other materials designated as recyclables by the California Integrated Waste Management Board, or any other agency with jurisdiction.

Q. Residential Solid Waste. "Residential Solid Waste" means all types of solid waste which originates from single-family units.

R. Single-Family Unit. "Single-Family Unit" means a dwelling which receives individual refuse.

S. Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, and semi-solid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes; but excludes hazardous wastes, special wastes and medical wastes.

T. Special Wastes. "Special Wastes" means any designated wastes, as defined in 23 Cal. Code of Regs. §2522, and special handling waste generated by industrial facilities or processes, but shall not include "Hazardous Waste" as defined herein. Special wastes include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/dewatered sludge, scrap metal, spent catalyst fines, refinery ash and by-products; except where any such wastes are deemed to be hazardous waste.

U. Transfer Station. "Transfer Station" shall mean a facility wherein residential, industrial and commercial solid waste is temporarily deposited for the purpose of processing, compacting and consolidating in order to be transferred to a landfill or other solid waste disposal facility.

V. Authorized Solid Waste Container. Authorized Solid Waste Container means a wheeled cart having a capacity of between approximately 30-90 gallons, or a wheeled bin having a capacity of between approximately 1 ½-8 cubic yards.

W. Construction and Demolition Waste. Construction and Demolition Waste or C&D Waste means used or discarded construction materials removed from a premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development operations.

X. Food Waste. Food Waste means solid waste comprised of animal, fruit or vegetable matter that results from the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables.

Y. Green Waste. Green Waste means leaves, grass, weeds, and wood materials from trees and shrubs that fit within a cart, or tree trunks or limbs that are less than six inches in diameter or four feet in length.

Z. Organics Waste. Organics Waste means food waste and green waste, either individually or in combination.

AA. Permanent Service. Permanent Service means routine, regularly-scheduled collection of solid waste, recyclable material or, organics waste in carts or bins on a continuing basis, as opposed to temporary service.

BB. Temporary Service. Temporary Service means bin service provided to premises on a temporary, as-needed basis, such that no container remains on the premises or a service location on a premises for more than thirty (30) calendar days at a time, or for

more than sixty (60) calendar days of any ninety (90) calendar day period.”

SECTION 2 -GRANT AND ACCEPTANCE OF EXCLUSIVE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise. City grants to Grantee, for the term of and in accordance with this Franchise Agreement (including all extensions or renewals), the exclusive right, privilege and duty to collect, transport and remove to solid waste processing and/or disposal facilities, all residential, industrial and commercial solid waste (including discarded recyclables and discarded recyclable material and green waste) generated or accumulated within the Franchise Area which has been placed in an authorized solid waste container. Except as otherwise provided herein, all commercial, industrial and residential premises and community activities within the Franchise Area shall be required to utilize the collection services of Grantee provided hereunder.

B. Acceptance of Franchise. Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives any right or claim to serve any part of the Franchise Area under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity. The exclusive privilege granted by this Agreement shall not apply where:

(1) A person or entity contracts for the removal and recycling of construction and demolition waste or green waste and such removal and recycling are incidental to work such as remodeling or gardening performed by or for the customer; or

(2) Food waste is collected and transported to agricultural operations solely for use as animal feed, without processing by any means.

(3) A person handles, hauls or transports solid waste or recyclables generated by or from his/her own residence or business operation for purposes of disposing of same at an authorized processing or disposal facility.

D. Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any person to sell any Recyclable Material to any person, provided that the sale results in a net payment to the generator from the collector or end user after deduction of processing, transportation and residue disposal costs (and not simply a reduction in payment made by the generator to the collector or end user), or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is separated by type (e.g. aluminum cans) by the generator.

SECTION 3 -FRANCHISE FEE; CITY SURCHARGE

A. Grantee shall pay to City a franchise fee set by City Council resolution, which fee shall be a percentage of the gross revenues derived by Grantee from operations pursuant to this Franchise Agreement. The franchise fee is initially set at ten percent (10 %) of gross revenues. Effective August 1, 2013, the franchise fee will increase to twelve and one-half percent (12½ %), and thereafter from time to time may be adjusted by Resolution of the City Council. The franchise fee percentage increase effective August 1, 2013 shall be included within the rates set forth in Exhibit A, as adjusted, and Grantee shall not be entitled to any additional increase in the rates. Should the franchise fee percentage be increased or decreased in the future, the rates shall be adjusted to reflect any change. The franchise fee shall be due and payable monthly within forty-five (45) days following the end of each month. If payment is not received within said forty-five (45) day period, interest shall accrue thereon at the rate of fifteen percent (15%) per annum or at the maximum interest rate permitted under California law, whichever is greater. City shall give Grantee a minimum of ninety (90) days' notice of any changes in the franchise fee, and any such changes shall result in a corresponding adjustment to Grantee's rates under this Agreement.

B. Grantee shall collect on behalf of City and pay over to City, as and when received, a City surcharge in the amount of 9.18% of Grantee's billings for residential services and commercial/industrial services, less franchise fee amounts. This surcharge is designed to return the City's Solid Waste Enterprise Fund to a positive fund balance. The collected surcharge amounts shall be paid to the City monthly within forty-five (45) days following the end of each month. If payment is not received within said forty-five (45) day period, interest shall accrue thereon at the rate of fifteen percent (15%) per annum or at the maximum interest rate permitted under California law, whichever is greater. City shall give Grantee a minimum of ninety (90) days' notice of any changes in the City surcharge, such that Grantee's invoices to customers can be adjusted accordingly.

SECTION 4 -COMPLIANCE WITH LAWS AND REGULATIONS

Grantee warrants that it will comply with all applicable federal and state laws legally binding on Grantee in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, specifically

including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. 9601, et seq., the California Integrated Waste Management Act of 1989 (“AB 939”), and all other applicable laws of the State of California. Moreover, Grantee shall comply with all local laws and regulations applicable to Grantee to the extent they are not inconsistent with the terms of this Franchise Agreement. Grantee shall comply with all final and binding judgments entered against Grantee regarding its services performed under this Agreement.

SECTION 5 –FRANCHISE AREA

A. Franchise Area Defined. The Franchise Area granted by this Franchise Agreement shall be all residential, commercial and industrial areas within the boundaries of the City as they exist on the effective date of this Franchise Agreement, and as they may hereafter be changed by reason of annexation or deannexation.

SECTION 6 –SERVICES PROVIDED BY GRANTEE

A. City to Approve All Services. The nature of the services Grantee offers and provides residences or businesses in the Franchise Area shall be determined by the City Council. The City Council may change the level of such services from time to time on reasonable notice to Grantee, provided that the City Council adjusts Grantee's rates to reflect the change in service levels. The services that Grantee offers and provides to customers affected by this Franchise Agreement shall be subject to the prior approval of the City Council or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the City to reduce or adversely affect Grantee's exclusive franchise rights as specified in Section 2.A of this Agreement.

B. Once-A-Week Service. In order to protect the public health and safety the collection of Solid Waste by Grantee in the Franchise Area not defined in the Franchise Agreement as Recyclable Material, shall provide for the collection of such waste generated or accumulated in residential, commercial, and industrial premises within the Franchise Area at least once per week, or more frequently, as Grantee and City may agree.

(1) Single-Family Units. The Grantee shall collect from Single-Family Units Solid Waste (except Bulky Wastes and Special Wastes) which have been placed, kept or accumulated in authorized Solid Waste containers, at curbside or other authorized collection station(s) prior to Grantee's normal weekly collection time. Effective April 1, 2013, Grantee shall provide for all regularly-scheduled residential collection in the City on one day, which initially shall be on Wednesday. The designated collection day may be changed by mutual agreement between Grantee and the City Administrator. Effective May 1, 2016 or as soon as practical thereafter, Grantee will discontinue offering 15-gallon “Lifeline” service. 15-gallon customers will be transitioned to 30-gallon service at the established 30-gallon rate.

(2) Commercial and Multi-Family Units. Grantee shall empty all commercial and multi-family authorized Solid Waste containers not less often than once per week, and more frequently if required to handle the Commercial or Multi-Family Unit waste stream of the premises where the containers are located, in a manner consistent with public health and safety. Commencing August 1, 2013, Grantee will discontinue offering service using a 350-gallon cart, and thereafter will transition existing 350-gallon cart customers to service using smaller carts or bins.

C. Hours of Collection. Grantee agrees that, in order to protect the peace and quiet of residents, the collection of Solid Waste for residential and commercial areas shall not start before 6:00 A.M., or continue after 7:00 P.M., seven (7) days per week. Grantee agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of City where early collection activities have generated numerous complaints from residents.

D. Collection on Holidays. Grantee has informed City that Grantee will provide that if the day of collection on any given route falls on a legal holiday, e.g., New Year's Day or Christmas Day, observed by the Materials Recovery Facility, landfill or other lawful disposal site to which solid waste collected within the Franchise Area is taken for disposal, Grantee shall provide collection service for such route on the work day next following such holiday, and shall not provide collection service on such holiday, and all subsequent collection days during that holiday week shall be moved back one day in the discretion of Grantee.

E. Medical, Hazardous and Special Wastes. Grantee shall have the non-exclusive right under this franchise, but is not obligated to collect, transport and dispose of material defined as hazardous waste or special waste herein. Grantee may reject or refuse to collect any hazardous or special waste set out for collection, and title to all such materials shall remain with customer, unless Grantee consents to accept such materials as set forth below. Grantee may negotiate separate contracts and rates for hazardous and special waste collection with each individual customer, which rates shall not require advance City approval, but may be reviewed by the City in its discretion at the request of any customer. Grantee shall not engage in the collection of medical waste; however, Grantee's principals may form a separate and independent company to engage in the collection and disposal of medical

waste. City reserves the right to franchise other parties to perform hazardous, medical and special waste handling services, provided it first gives Grantee an opportunity to submit a proposal to provide these services.

F. City Approval of Grantee's Recycling Programs. Before initiating new recycling programs or activities ("programs") within the Franchise Area, Grantee shall seek and obtain the express approval of City before implementing such recycling programs. In seeking City's approval for such new programs, Grantee shall provide the City with a detailed description of the proposed program, as well as a projection of costs and revenues associated with the program. In determining whether to approve any such proposed program, City may, in its sole discretion, choose to completely or partially subsidize the program.

G. For purposes of defining the scope of services provided by Grantee under this Agreement, the Parties acknowledge that Grantee's submittal in response to the City's Request for Proposal is hereby incorporated by reference into this Agreement and is attached hereto as Exhibit C.

H. Public Education. Grantee acknowledges that education and public outreach and awareness are essential elements of efforts to achieve AB 939 requirements of source reduction, reuse, recycling and composting. Accordingly, prior to July 1, 2013, and by July 1st of each year thereafter, Grantee shall develop and implement an annual public education and information program, in English and Spanish, in order to offer effective outreach and education programs to schools, businesses and multi-family housing units explaining program offerings and maximizing participation in recycling efforts. Grantee shall will also to provide information to the City on other matters such as holiday collection schedules for posting on customer bills, as well as publishing procedures for complaints and service requests. The public education and information program shall include use of the City's community public access television and website for posting education messages, with links to the Grantee's website. Grantee will also provide information to the City for their website on refuse and recycling services. The various elements of the public education and information program shall be reviewed and approved by the City Administrator prior to implementation, and not later than July 1, 2013. The direct costs of implementing the program shall be borne by the Grantee.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution. Any outreach material utilizing paper provided and distributed by the Grantee shall be made from a high percentage post-consumer recycled-content paper and must be labeled "Printed on Recycled Paper, 30% Post-Consumer Content" on the outreach material.

Specific Public Education activities shall include:

1. Public Outreach Efforts. Grantee will provide the dedicated staff hours necessary to conduct the public outreach efforts in English and Spanish. Grantee will provide, at a minimum, the following staff hours to implement the key recycling outreach programs:

Single-Family Recycling Outreach Program: 96 hours per year

Multi-Family Recycling Outreach Program: 96 hours per year

Commercial Recycling Outreach Program: 96 hours per year

2. Web-based Information. The public education and information program shall include use of the City's website for posting education messages, with links to the Grantee's website. Grantee will also provide information on their website on refuse and recycling services and special pick ups. In addition, Grantee shall post electronic "Welcome Package" brochures with refuse and recycling information for new residential and business and Multi-Family customers on the City website as well as have available in hard copy. Grantee shall update this information based on any program, service or date changes. The various elements of the public education and information program shall be reviewed and approved by the City Administrator prior to implementation, and not later than July 1, 2013 and every year thereafter.

3. Annual Newsletter. At least once a year, a newsletter shall be prepared in English and Spanish by the Grantee informing customers of how to use available services, AB 341 information (if applicable), how to place carts for collection, which materials should be placed in each cart, holiday collection schedules, and customer phone numbers. Newsletter shall address Residential, Multi-Family, and Commercial customers. Said newsletter shall be prepared and direct mailed by Grantee or as part of monthly mailing of City utility bill for each year this Agreement is in effect. Said newsletter shall also be posted on the Grantee's website with a link from the City site.

4. Corrective Action Notice. For use in instances where the customer sets out inappropriate materials, Grantee is to track and provide a quarterly report to the City of the number of Corrective Action Notices that have been cited.

5. Notice of Contamination. Upon observing contamination, Grantee drivers will attach a Notice of Contamination tag to the cart that documents the type of contamination so that customers can understand how to more appropriately participate in the recycling

program in the future. In addition, the tag will provide information on what materials can be recycled and why it is important that everyone in Guadalupe participate fully in the recycling program.

6. Container Labeling. By July 1, 2013, Grantee shall place recycling stickers on all residential containers in both English and Spanish.

I. AB939 Diversion Requirements. Grantee shall make good faith efforts to assist the City's compliance with Public Resources Code Section 41780 through diligent implementation of the recycling and public education programs set forth herein. If, at any time after August 1, 2013, City is determined to have failed to comply with Public Resources Code Section 41780 with respect to Solid Waste Collected pursuant to this agreement, Grantee will assist City to develop a plan for compliance with Section 41780, through implementation of applicable portions of City's Source Reduction and Recycling Element. Grantee understands that any such plan is intended to constitute a good faith plan to implement applicable portions of County's Source Reduction and Recycling Element and be reasonably likely to achieve compliance with Section 41780. In the event that it is determined that the City has failed to comply with Section 41780 arising from Grantee's failure to diligently implement the recycling and public education programs set forth herein, the cost of any new or additional recycling programs will be borne solely by Grantee.

Should the City Council by Resolution establish a policy to significantly exceed the current state-mandated City-wide AB 939 diversion minimum, or in the event that the State of California increases the requirements of Public Resources Code Section 41780 for the City-wide AB 939 diversion minimum, the Grantee agrees to undertake its best reasonable efforts to implement programs and provide equipment necessary in order for the City to meet the enhanced diversion mandates or policies. Provided that Grantee had heretofore diligently implement the recycling and public education programs set forth herein, Grantee shall be entitled to an extraordinary rate adjustment under Section 18.C to reimburse for costs associated with these new or additional recycling policies or mandates.

J. AB 341 and AB 1826 Assistance. Grantee shall make good faith efforts to assist the City to implement the requirements of AB 341 and AB 1826, including education, outreach and monitoring requirements of the Mandatory Commercial Recycling law and Mandatory Commercial Organic Waste law. On or before November 1, 2015, Grantee shall submit to City for review and approval, a revised plan and program to identify all customers subject to the requirements of AB 341 and AB 1826, provide periodic on-site visits to such premises to offer and promote recycling and organic waste services and to attempt to resolve any logistical detriments to providing service, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement recycling or organic waste services. City agrees to provide reasonable assistance to Grantee in implementing the plan and program, including preparing a letter for distribution to customers regarding AB 341 and AB 1826 requirements, and occasional participation by City personnel in meetings with customers who repeatedly refuse to implement recycling services. Grantee shall faithfully report recycling and organic waste data and tonnage to the City and regulatory agencies on a quarterly basis. Grantee shall address and correct any contamination issues involving commercial recycling. Grantee shall place AB 341 and AB 1826 information on Grantee's and City's website

Specific AB 341 programs shall include:

1. Instructional Packet Accompanying Site Assessments and Grantee-Provided Containers. An informational packet (similar to information posted on the website) shall be accompanied with any Site Assessment or Container delivery to a commercial or multi-family customer required to comply with AB 341. The packet should describe, at a minimum, available services, AB 341 information (if applicable), how to place carts for collection, which materials should be placed in each cart, holiday collection schedules, and customer phone numbers.

2. Multi-Family Outreach and Education. Grantee shall significantly target Multi-Family Premises required to comply with AB 341 which often have low recycling rates compared to Single-Family and Commercial customers. Lack of information, confusion about what is recyclable, disinterest among residents and management and limited container enclosure size can all contribute to low participation rates. Grantee will work to overcome these challenges and engage the Multi-Family Customers in Guadalupe to participate in recycling.

3. Grantee will visit each Multi-Family Bin customer required to comply with AB 341 where recycling service is not currently being utilized to meet with the property owner or manager for the purpose of establishing a recycling program.

4. Grantee will provide all property managers and residents with Bin/Cart service with Recycling program guidelines, posters placed in laundry rooms, refuse/recyclable container enclosures and other community areas at each building, and other outreach materials tailored to Multi-Family Bin/cart customer service. Grantee shall contact each Multi-Family customer, building owner or property manager within 120 days of the start of this agreement in an effort to implement or optimize recycling programs providing educational materials, and to train owner/manager in how to work with tenants to recycle. Grantee shall provide each

building owner and property manager with welcome packets for owner/manager to provide to each new resident upon move-in; packets will include information on what should be placed in the Recyclables Material Containers.

K. City Facilities. Beginning March 1, 2013, Grantee will provide solid waste, green waste, and recyclable material collection services at designated facilities at no charge to the City, using carts and bins. Locations and required services are described in Exhibit B attached hereto. In addition, Grantee will perform a waste audit of each City facility designated, and implement a comprehensive waste diversion program, including education of City employees, at no additional cost. The rate for roll-off box service for the City shall remain at \$135 per haul until August 1, 2016, and thereafter shall be adjusted in accordance with Section 18.

L. Community Cleanup. Beginning June 1, 2013, Grantee shall provide roll-off boxes, delivered to locations determined by the City, for collection of solid waste, green waste, bulky-items and e-waste at two community cleanup events each calendar year, at no cost to City. These events shall take place on two Saturdays agreed upon by the City and Grantee, and are available exclusively to the occupants of residential premises in the City. The City and Grantee will cooperate to develop methods to assure proof of residence in the City prior to allowing participation. The annual value of this service shall not exceed twenty thousand dollars (\$20,000.00).

M. Street Sweeping. Grantee will provide street sweeping within the City in accordance with the plan included as Exhibit C.

N. Holiday Tree Collection. Grantee will collect, transport and recycle holiday trees which are placed at the curbside at all residential premises on the regularly-scheduled collection day on the first full week of each January, at no cost to City residents or the City. Grantee is not required to collect or accept artificial holiday trees, or trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter as part of this diversion program.”

SECTION 7 • DISPOSAL OF SOLID WASTE

A. Grantee's Disposal Obligations. Grantee shall dispose of all Solid Waste at any permitted and licensed site or facility where such disposal is lawful, as selected by Grantee in its sole discretion, provided however that Grantee shall strive to provide the City with disposal services that are both cost effective and environmentally sound. Grantee shall also be responsible for selecting an appropriate facility for the processing of Recyclables and green waste under this Agreement, and shall select a facility that is properly permitted and meets all applicable regulatory requirements.

B. City's Jurisdiction. The parties hereto agree that City currently has jurisdiction to regulate the collection, removal, handling and disposal of all solid wastes generated in the Franchise Area. The intent of this Agreement is to regulate residential, commercial and industrial solid waste handling service. However, this Agreement does not regulate the collection, removal and disposal of hazardous waste, medical waste, or special waste, irrespective of origin.

Throughout the term of this Agreement, unless the City gives notice as provided for herein and subject to the terms of this Agreement, it shall be the Grantee's sole responsibility and duty to dispose of the solid waste collected by virtue of this Agreement, and do so in a safe manner and in compliance with all federal, state, and to the extent not inconsistent with this Agreement, local laws and regulations. In this connection, the Grantee agrees that it shall dispose of all solid waste collected in the Franchise Area at a solid waste facility that is fully licensed and appropriately permitted and, to Grantee's knowledge, is not in material violation of any health, safety or hazardous materials laws, rules, regulations or orders.

C. Rights Reserved as to Hazardous Wastes, Medical Wastes and Special Wastes. The City reserves the right to contract with other parties to have hazardous, medical and special wastes collected, transported, disposed of, processed and/or diverted, provided the City first gives Grantee the right to submit a proposal to perform such services.

SECTION 8 • CASH BOND AND INSURANCE

A. Cash Bond. In the event Grantee fails to make timely payment of any franchise fees owed to City, City may require Grantee, in addition to paying the late franchise fee payment plus default interest thereon, to deposit with City a cash bond or a letter of credit for the benefit of City in the sum of One Hundred Thousand Dollars (\$100,000.00) in an interest-bearing account. The cash bond or letter of credit shall be on terms acceptable to the City Attorney and approved by the City Council. The cash bond or letter of credit shall serve as security for the faithful performance by Grantee of all the provisions and obligations of this Franchise Agreement. All interest shall be paid to the Grantee.

(1) After thirty (30) days following Grantee's failure to pay the City an amount owing under this Franchise Agreement plus interest at the rate of fifteen percent (15%) per annum, the cash bond or letter of credit may be assessed by the City upon five (5)

days' prior written notice to the Grantee for purposes including, but not limited to:

- (a) Failure of Grantee to pay the City sums due under the terms of the Franchise Agreement;
- (b) Reimbursement of costs borne by the City to correct Franchise Agreement violations not corrected by Grantee, after due notice; and
- (c) Monetary remedies or damages assessed against Grantee due to breach of Franchise Agreement.

(2) The Grantee shall deposit a sum of money sufficient to restore the cash bond to the original amount within thirty (30) days after notice from the City that any amount has been withdrawn from the cash bond.

B. Insurance: The Grantee shall provide proof of a policy of insurance satisfactory to the City Administrator and documentation evidencing that the Grantee maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Grantee as required by law in the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Grantee in performance of the contract.
4. Environmental Impairment Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.
6. Grantee shall furnish proof of coverage satisfactory to the City Administrator as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company listed "A-VII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California, or be provided through partial or total self-insurance likewise acceptable to the City Administrator.
7. The City, its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the City is named additional insured shall be made by providing the City Administrator with a certified copy, or other acceptable evidence, of an endorsement to Grantee's insurance policy naming the City additional insured.
8. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
9. Any deductibles or self-insurance retentions are for the account of Grantee, and Grantee is solely responsible for their payment. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
10. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the City Guadalupe at the office of the City Administrator, 918 Obispo St., Guadalupe, CA 93434.
11. Grantee agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one (1) year (for an occurrence policy) or (3) years (for a claims made policy). New certificates of insurance are subject to the

approval of the City Administrator.

12. Certificate shall meet such additional standards as may be determined by the City Administrator as essential for protection of the City.
13. Grantee shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.
14. Failure of Grantee to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
15. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
16. The Grantee's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
17. The insurance companies shall have no recourse against the City, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company. Grantee shall indemnify and hold City harmless for any such claims by insurance companies insuring Grantee.
18. Grantee's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of the Agreement.
19. To the extent that this Section 7, "Contractor's Insurance," is inconsistent with 7-1.12, "Responsibility for Damage," of the State of California, Department of Transportation, Caltrans, Standard Specifications, this Article shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

SECTION 9 -TERM

A. Initial Term. The term of this Franchise Agreement shall commence on August 1, 2006 and shall terminate at the close of business on July 31, 2023.

B. Renewal Options. The City shall have the right, in its sole discretion, to unilaterally extend the term of this Franchise Agreement for two additional periods of five years each. If the City elects to so extend this agreement for either one or both of these optional extension periods, the City shall give the Grantee notice of its election to exercise each such option a minimum of ninety (90) days before the then current termination date of this Agreement."

C. Changed Services. During the term, at the request of the other, the parties agree to negotiate in good faith regarding allowing City to direct material collected hereunder to a specific handling, processing or disposal facility, with an equitable adjustment to the rates to reflect changes in Grantee's revenues and costs, and to equitably modify the CERCLA indemnification.

D. Prior Agreement. As of the effective date of this Amended and Restated Agreement, the Prior Agreement shall be null and void and of no further effect, except for any indemnification obligations arising thereunder.

SECTION 10 -FRANCHISE TRANSFERABLE; CITY'S CONSENT REQUIRED

A. No Assignment Without Consent. The franchise granted by this Franchise Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Grantee, by act of the Grantee, without the prior written consent of the City expressed by resolution. Any attempt by Grantee to assign this franchise without the consent of City shall be void.

B. Standards Governing Consent. The City shall not unreasonably delay or withhold its consent to a transfer of the franchise granted by this Franchise Agreement. The City may impose reasonable conditions of approval on any Franchise Agreement transfer.

C. Assignment Defined. The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of

the Grantee, which results in change of control of the Grantee, or the sale or other transfer of a controlling percentage of Grantee's capital stock to a person not a shareholder, immediate family member, management employee or principal of the Grantee or to an affiliate on the date of the execution of this Agreement.

D. "Change in Control" Defined. City consent is required for any change in control of Grantee. "Change in control" shall mean any sale, transfer or acquisition of Grantee. If Grantee is a corporation, any acquisition of more than twenty five percent (25%) of Grantee's voting stock by a person, or group of persons acting in concert, who already owns less than fifty percent (50%) of the voting stock, shall be deemed a change in control; provided, however, any transfer of ownership of any or all of the stock of Grantee to an immediate family member, management, employees or principal of the Grantee or to a wholly-owned subsidiary of Waste Management, shall not constitute a change in ownership.

E. Breach. Any assignment or change in control of the Grantee occurring without prior City approval shall constitute a material breach of this Franchise Agreement.

F. City's Option to Terminate. In the event the Grantee herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder, the City shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

G. Permitted Transfers. Notwithstanding any other provision in this section, Grantee or its shareholders may, without consent of the City, transfer ownership of Grantee's capital stock to an Employee Stock Option Plan (ESOP), or to current management employees of Grantee, or to members of the immediate family of the shareholders of Grantee. In addition, Grantee may transfer or assign this Franchise Agreement to another corporate affiliate of Waste Management, provided such affiliate has economic resources and capital equal to or greater than that of Grantee.

H. Involuntary Assignments. Each or any of the following acts shall be considered an involuntary assignment providing the City with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

- (1) If Grantee is or becomes insolvent, or makes an assignment for the benefit of creditors;
- (2) If writ of attachment or execution is levied on this Agreement, or other property of Grantee, such that it would affect Grantee's ability to perform its duties and obligations under this Agreement; or
- (3) If, in any proceeding to which Grantee is a party, a receiver is appointed with authority to take possession of Grantee's property, such that would affect Grantee's ability to perform its duties and obligations under this Agreement.

I. Conditions to Obtaining City's Consent. The City's consent to an assignment or change of control may be withheld if, inter alia, the following conditions are not satisfied:

- (1) The Grantee shall give the City at least ninety (90) days' advance written notice of the Grantee's intent to sell, transfer or assign this Agreement. As part of that notice, the Grantee shall provide to the City the following written information:
 - (a) The name, address and telephone number of the proposed assignee;
 - (b) The character of the legal entity owning or controlling the assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and
 - (c) A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement, and of Grantee's solid waste and recycling business; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes relevant to the review of Grantee's transferee rates under this Franchise Agreement. Further, however, that nothing in this Franchise Agreement shall obligate City to treat any of said acquisition costs as an allowable expense of said transferee for rate setting purposes.
- (2) The proposed transferee must be shown, by credible and sufficient evidence, to be qualified, by financial condition, background and experience to be able to fully assume and satisfactorily perform all of the Grantee's obligations hereunder, and particularly, to be able to perform under this Agreement in a fashion that will assure the City of complying with AB 939.
- (3) The Grantee cannot be in default under any of the material terms and conditions hereof.
- (4) The transferee must be willing to, in writing, assume all of the obligations hereunder.

SECTION 11 - TRANSFER FEES

A. Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the City Administrator or his/her successor. The application shall include a transfer fee in an amount to be set by City by resolution of the City Council, to cover the anticipated cost of all direct administrative expenses of City, including consultants and attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses. Such transfer fee shall not exceed \$5,000 (FIVE THOUSAND DOLLARS). Said transfer fee shall be deposited with City prior to City's approval of any such transfer.

B. Non-Recoverable Costs. These franchise transfer fees are over and above any franchise fees specified in this Franchise Agreement, and shall not be recoverable costs for rate setting purposes.

SECTION 12 -TERMINATION

Each of the following shall constitute a material breach of this Franchise Agreement on the part of the Grantee:

A. Material Breach of Grantee's Obligations. The material failure or refusal of Grantee to comply with the obligations and duties imposed on Grantee pursuant to this Franchise Agreement. In the event of any material breach of any of the terms of this Franchise Agreement by Grantee, City and Grantee shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, City shall have the right to terminate this Franchise Agreement if:

- (1) The City shall have given prior written notice to the Grantee specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach on the part of the Grantee of this Franchise Agreement; and
- (2) The Grantee has not corrected such default or has not taken reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given pursuant to clause (A)(1) of this section, or thereafter does not diligently continue to take reasonable steps to correct such default.

B. Events of Insolvency. The Grantee (i) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Grantee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Grantee which shall substantially interfere with the Grantee's performance hereunder. In the event of the Grantee being or becoming insolvent or bankrupt, the Grantee shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the City from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

C. No Waivers. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.

D. Termination. Upon the occurrence of a material breach, failure to cure such breach, and the declaration of termination of this Agreement by the City Council, this Agreement and the franchise granted thereunder shall be of no further force and effect, excepting those provisions concerning City's right to indemnity and to temporarily assume Grantee's obligations. City then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of solid waste within the Franchise Area.

SECTION 13 -RIGHTS OF CITY TO PERFORM DURING EMERGENCY

A. Emergency Collection. Should Grantee, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 25.A ("Force Majeure") below, refuse or be unable to collect, transport and dispose of any or all of the Solid Waste which it is obligated under this Franchise Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, solid waste should accumulate in the Franchise Area to such an extent, in

such a manner, or for such a time that the Director of Environmental Management in the exercise of his/her sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Grantee, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all solid waste which Grantee would otherwise be obligated to collect and transport pursuant to this Franchise Agreement.

B. Grantee to Cooperate. Grantee agrees that in such event it will fully cooperate with City and its third-party contractor to effect such a transfer of operations in as smooth and efficient a fashion as is practicable.

C. Grantee to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the City and/or its third-party contractor that exceed those which would have been incurred by City had no such emergency arisen shall be the responsibility of the Grantee, and shall be paid to the City within thirty (30) days of Grantee's receipt of written notice to so pay.

SECTION 14 - PRIVACY

A. Privacy of Customer Information. Grantee shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's refuse or recyclables shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or any other reports requested by the City under the Franchise Agreement or required or requested by any governmental agency.

B. Mailing Lists. Grantee shall not market or distribute outside the normal course of its business, mailing lists with the names and addresses of customers supplied by City.

SECTION 15 - RECORDS AND ACCOUNTING

A. Financial Reporting. Grantee shall maintain a proper set of books and records on an accrual basis, and an annual reviewed or audited financial statement in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Grantee shall submit to the City each year a copy of its reviewed or audited annual financial statement as soon as it is received by Grantee, but in all events no later than four (4) months following the close of Grantee's fiscal year. Grantee may submit the audited financial statements of its parent corporation, Waste Management, Inc., to satisfy this requirement

B. Service Records. Grantee shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints for a period of five (5) years from the date of the generation of each such record. The City or its agent(s) shall have the right, upon ten (10) business days' advance notice, to inspect all maps, AB 939 records, Grantee's books and records, customer complaints, and other like materials of the Grantee which reasonably relate to Grantee's compliance with the provisions of the Franchise Agreement. Such records shall be made available to City at Grantee's regular place of business. Grantee shall further maintain and make available to City, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operating statistics in such manner and with such detail as City may require. City shall treat the information required by this paragraph that affects the competitive position of the Grantee as confidential information to the extent permitted by law. City shall not make or retain copies or photocopies containing information set forth in Grantee's confidential financial and business records pertaining to the establishment of rates and payment of franchise fees without executing a Confidentiality Agreement providing that City shall hold and keep such copies and photocopies confidential. The Confidentiality Agreement shall be negotiated in good faith between the City and Grantee, and commemorated in a separate legally binding document prior to any subsequent rate increase.

C. Underpayment of Franchise Fees or City Surcharge. Should any examination or audit of Grantee's records reveal an underpayment of any fee or surcharge required under this Franchise Agreement, the amount of such underpayment shall become due and payable to City not later than thirty (30) days after written notice of such underpayment is sent to Grantee by City. Should an underpayment of more than two percent (2%) be discovered, Grantee shall bear the entire cost of the City's audit or examination, and said cost shall not be recoverable through rate setting. Any underpayment of Franchise Fees or City Surcharge is subject to a penalty of 10% of the amount of the underpayment, in addition to the underpayment.

D. Public Records. Nothing in this section will prevent City from allowing public access to City's records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Grantee under the terms of this Agreement, the City shall, in its discretion, provide public access to said information according to law or

tender the defense of any claims made against the City concerning said information to Grantee. Prior to releasing any information pursuant to this paragraph, City shall make a good faith effort to notify Grantee of the intended release and provide Grantee with an opportunity to seek a protective order.

E. City Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the City, Grantee shall supply to the City lists of the names of all customers of Grantee who are provided any service by Grantee within the Franchise Area. At the same or other time, the City may request, and the Grantee shall provide information specifying each customer's address, type of service provided to that customer, the number and type of authorized solid waste containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, any mandatory subscription ordinance or any other provision of the law, and any other information that the City determines, in its sound discretion, reasonably required to monitor implementation of this Agreement and/or discharge the City's responsibilities under the law.

SECTION 16 -REPORTS AND ADVERSE INFORMATION

A. Monthly and Annual Reports.

Report Formats and Schedule

- Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:
 - Determine and evaluate the efficiency of operations;
 - Evaluate past and expected progress toward AB939 goals and objectives;
 - Determine needs for adjustment to programs; and
 - Evaluate Customer service and complaints.

The Grantee may propose formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by the City. The Grantee agrees to submit all reports by electronic means in a format compatible with the City's software/computers at no additional charge. The Grantee will provide a certification statement, under penalty of perjury, by an authorized Grantee official, that the report being submitted is true and correct.

Monthly reports shall be submitted within twenty (20) calendar days after the end of each month. Annual reports shall be submitted before January 31 following the reporting year.

All reports shall be submitted electronically to the City as directed, and to:

City of Guadalupe City Administrator (or designated representative) 918 Obispo Street Guadalupe, CA 93434

Monthly Reports

The information listed shall be the minimum reported:

- Solid Waste Collected by the Grantee for each month, sorted by type of Solid Waste (Refuse, Recycling, Yard Waste) and type of Customer (Residential cart, Bin and Commercial Cart Service, Roll off) in tons.
- Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for the City, as appropriate.
- Warning notices issued for contaminated Recyclable Materials and Yard Waste Containers
- Copies of Promotional and public education materials sent during the quarter
- Other information or reports that the City may reasonable request or require
- List of Commercial Customers actively participating in Recycling programs with Grantee, and list their service levels; and the number not recycling.

Annual Report

The Annual Report is to be essentially in the form and content of the monthly reports combined, but shall also include:

- A complete inventory of Collection equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- A summary of the number of Bins by size and service level, Cart counts by size (15-, 30-,60-and 90-gallon) and type of service (Refuse, Recycling, Yard Waste, Residential versus Commercial), and Roll-off Box pulls per month by material type.
- Number of routes and route hours per day by type of service
- A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of

service;

- A revenue statement setting forth quarterly franchise fees, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Grantee; and
- A list of Grantee's officers and members of its Board of Directors.

B. Adverse Information. Grantee shall provide City with two (2) copies of all reports or other material adversely reflecting on Grantee's performance under this Franchise Agreement, submitted by Grantee to the California or U.S. EPA, the California Integrated Waste Management Board, or any other federal, state or City agency. Copies shall be submitted to City simultaneously with Grantee's filing of such matters with said agencies. Grantee's routine correspondence to said agencies need not be automatically submitted to City, but shall be made available to City upon written request, as provided in this section.

(1) The Grantee shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Grantee to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other governmental bodies relating specifically to all material aspects of Grantee's performance of services pursuant to this Franchise Agreement. Any data which the Grantee seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Grantee with the basis for such exclusion clearly specified. In the event City receives a request under the Public Records Act, or by subpoena, the City shall notify Grantee to permit Grantee to object to the release of the information requested or subpoenaed.

(2) Grantee shall submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require.

(3) All reports and records required under this or any other section shall be furnished by the Grantee, and the expense there for in the gathering and preparation of such information, reports and records shall be included in the rate base.

C. AB 939 Requirements. During the term of this Franchise Agreement, Grantee shall submit to City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by City. Grantee agrees to submit such reports and information on computer disks, or by model, in format compatible with City's computers if reasonably requested by City. Grantee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of City's source reduction and recycling element and non-disposal facility element.

D. Waste Audits.

(1) Grantee shall conduct waste audits at the request of City where such waste audits are necessary to enable City to comply with the requirements of federal or state law, and the cost of such waste audits shall be reflected in a corresponding adjustment to Grantee's rates.

(2) The results of such audits will be memorialized on forms either designed or approved by the City.

(3) The purpose of the audit will be to identify volume and characteristics of solid waste being generated by the customer.

(4) A copy of the audit shall be provided by the Grantee to the City, and to Grantee's own files.

E. Failure to Report. The refusal, failure or neglect of the Grantee to file any of the reports required, or to provide material information to City, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Grantee shall be deemed a material breach of the Franchise Agreement, and shall subject the Grantee to all remedies, legal or equitable, which are available to the City under the Franchise Agreement up to and including termination of the Franchise Agreement.

SECTION 17- REVIEW OF PERFORMANCE AND QUALITY OF SERVICE

A. Performance Review. From time to time, at its sole discretion, City may examine Grantee's operation in order to evaluate whether or not the Grantee is operating at a satisfactory level of efficiency and customer satisfaction. Grantee agrees to cooperate in any such examination, and shall permit City's representatives to inspect, at Grantee's principal place of business, such information pertaining to Grantee's obligations hereunder as City may require, including but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Grantee's records shall be subject to Section 16.

B. Public Hearing. At City's sole option, within ninety (90) days of the first anniversary of the effective date of this Franchise Agreement, and each year thereafter throughout the term of the Franchise Agreement, City may hold a public hearing at which the Grantee shall be present and shall participate, to review the Grantee's performance and quality of service. The reports required by this Franchise Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, City shall issue a report with respect to the adequacy of performance and quality of service. If any non-compliance with the Franchise Agreement is found, City may direct Grantee to correct the inadequacies or initiate proceedings in accordance with Section 12 above.

D. Customer Surveys; Billing Information.

(1) Grantee shall provide prompt, efficient, continuous and professional service to its customers.

(2) Upon the request of the City, as part of the annual review of performance described above, Grantee shall conduct a survey or surveys of all customers to determine their satisfaction with Grantee's service, including, without limitation, response to customer complaints. The survey methodology, format and content shall be subject to the prior review and approval of the City Administrator. A copy of the survey results shall be sent to the City within sixty (60) days of completion of the survey. Nothing in this paragraph shall limit the right of the City to conduct additional surveys. The Grantee shall reasonably cooperate with the City in such cases. The cost of such surveys shall be reflected in a corresponding adjustment to Grantee's rates under this Agreement.

(3) Upon initiation of service, and at least once a year, Grantee shall send or deliver to its customers, information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. The form and content shall be subject to the review and approval of the City Administrator.

SECTION 18 -COMPENSATION

A. Rates. As of the effective date of this Amended and Restated Agreement up to and including July 31, 2016, Grantee shall provide service at the rates set forth in Exhibit A.

B. Beginning August 1, 2016 and on each August 1 thereafter, all rates set forth in Exhibit A, including all ancillary fees and charges, shall be adjusted as set forth below. All requests for rate adjustments shall be submitted by Grantee to the City Administrator or his/her designee by or before May 1 of each year beginning with May 1, 2016. The City Administrator or his/her designee shall review the information submitted by Grantee for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute.

The Collection, Recycling (basic charge, not new Regional Recycling Fee), Organics and Billing Fee portions of the rates set forth in Exhibit A as well as the Additional Service Charges set forth in Exhibit A will be adjusted by the twelve (12) month annual average of the percentage change in the Consumer Price Index ("CPI") for All Urban Consumers -for the Los Angeles-Riverside-Orange County metropolitan area (1982-84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics, by calculating the average of the changes in the CPI between each month during the April to March period immediately preceding the date of the rate adjustment and the same month in the preceding year. (See Exhibit A-1 for sample CPI calculation.)

In addition, with respect to the adjustment taking place on August 1, 2016, the Collection, Recycling (basic charge, not new Regional Recycling Fee), Organics and Billing Fee portions of the rates set forth in Exhibit A as well as the Additional Service Charges set forth in Exhibit A will be adjusted by the change in the above index plus one percent (1%).

The Disposal portion of the rates set forth in Exhibit A is not subject to the annual CPI adjustment mentioned above, nor the additional August 1, 2016 one percent (1% adjustment, but is instead a pass through of actual tipping fees.

The newly added Regional Recycling Fee portion of the rates set forth in Exhibit A includes an initial Regional Recycling Fee charge of \$23.00 per ton for the processing of Recyclables generated and collected in the City. The Regional Recycling Fee will vary over time based on commodity values. The Regional Recycling Fee will be adjusted each August 1, beginning on August 1, 2017, to reflect the twelve (12) month annual average change in the Regional Recycling Fee provided for in the separate Recyclables Processing Agreement between Contractor and the County of Santa Barbara for the April to March period

immediately preceding the date of the rate adjustment and the same month in the preceding year. The Regional Recycling Fee portion of the rates set forth in Exhibit A is not subject to the annual CPI adjustment mentioned above, nor the additional August 1, 2016 one percent (1%) adjustment.

C. Extraordinary Rate Adjustments. The rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual rate adjustment provided by Section 19(B), the Service Rate Schedule shall, upon written request of Grantee, be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to anyone or more of the following causes:

- (1) material changes in Grantee's costs resulting from a Force Majeure event;
- (2) changes to Grantee's operations or the Franchise Fee required or initiated by the City;
- (3) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;
- (4) Grantee desires to provide additional new services or the City requests the Grantee to provide any additional new services, or Grantee desires or the City requests the Grantee to change the method of providing, or the technology used to provide, existing services under this Agreement;
- (5) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste; or
- (6) any other causes or reasons that are not within the reasonable control of Grantee, including but not limited to material increases in the cost of fuel (beyond those reflected in the CPI adjustment).

D. Billing and Payment.

- (1) Residential – Permanent Services. As of the effective date of this Amended and Restated Agreement, Grantee shall bill residential accounts bimonthly in advance for services provided beginning on August 1, 2016 and thereafter at the rates set forth in Exhibit A, as adjusted, and for special service fees where the rate can be determined in advance. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue fifteen (15) days from the end of the billed service period.
- (2) Commercial/Industrial – Permanent Services. Grantee shall bill commercial/industrial accounts monthly in advance for services at the rates set forth in Exhibit A, as adjusted, and for special service fees where the rate can be determined in advance. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue fifteen (15) days from the end of the billed service period.
- (3) Temporary Services & Special Services. Grantee shall bill residential accounts and commercial/industrial accounts monthly in arrears for temporary services and for special fees and service fees where the rate cannot be determined in advance. Payment is due within thirty (30) calendar days of the invoice date, and is considered overdue thirty (30) calendar days from invoice. Grantee may use payment by credit card for temporary services.

E. Refunds. Grantee shall refund to each commercial customer, on a pro-rata basis, any advance service payments made by such customer for service not provided when service is discontinued by the customer after reasonable advance written notice or for service not provided by Grantee due to no fault of the customer.

F. Delinquent Accounts. Grantee may send a written or telephonic notice to accounts regarding payments of invoices during the billed service period, at the approximate intervals of thirty (30) and sixty (60) days after the billing date. If payment is not received within fifteen (15) days from the end of the billed service period for services billed in advance, or thirty (30) days following the date of invoice for services billed in arrears, as the case may be, then Grantee may send accounts a notice that service will be suspended if payment is not made within thirty (30) days from the date of the delinquency notice. In addition, Grantee is permitted to charge late fees in the amount of interest not to exceed 1.5% per month with a minimum fee of three dollars \$3.00 per invoice less any interest assessed for residential accounts, and not to exceed 1.5% per month with a minimum fee of three dollars \$3.00 per invoice less any interest assessed for commercial/industrial accounts, as to any invoices where payment is not received within fifteen (15) days from the end of the billed service period for services billed in advance, or thirty (30) days following the date of invoice for services billed in arrears, as the case may be.

Thereafter, if payment is not received within thirty (30) calendar days from the date of the delinquency notice, Grantee may

terminate collection service at the delinquent account until payment in full has been received, including payment of the late fees and a reactivation fee.

SECTION 19 -COLLECTION EQUIPMENT

A. Vehicle Standards. Grantee warrants that it shall provide an adequate number of vehicles and equipment for the collection and transportation services for which it is responsible under this Franchise Agreement. All vehicles used by Grantee under this Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Grantee's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in route or in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent solid waste, including leachate and garbage juice, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Grantee at Grantee's sole expense. The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties. The equipment of Grantee used under this Franchise Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor. Notwithstanding the generality of the foregoing, Grantee's equipment shall at all times be in conformance with the City's Municipal Code provisions applicable thereto.

B. Equipment List. Upon execution of this Agreement, and at least annually thereafter, the Grantee shall provide the City a written list of all equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

SECTION 20 -PUBLIC ACCESS TO GRANTEE

A. Office Hours. Grantee's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 P.M., and from 1:00 P.M. to 5:00 P.M. daily, on all collection days. A representative of Grantee shall be available during office hours for communication with the public at Grantee's principal office. Grantee shall also provide City with an emergency telephone number for use during other than normal business hours. Grantee shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Service Complaints.

(1) All customer complaints shall be directed to Grantee. Grantee shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Grantee agrees to use its best efforts to resolve all complaints by the close of business of the second business day (waste collection) following the date on which such complaint is received. Service complaints may be investigated by the City Administrator or his/her designee. Unless a settlement satisfactory to the complainant and the Grantee is reached, the complainant may refer the matter to the City Administrator or his/her designee for review.

(2) Grantee will maintain records listing the date of customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Grantee to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the City.

C. Government Liaison Person. The Grantee shall designate a "government liaison person" who shall be responsible for working with the City Administrator or his/her designated representative to resolve consumer complaints.

D. Regular Meetings With City. At the reasonable request of City, Grantee shall meet with the City at 918 Obispo St., Guadalupe, California, to discuss matters of mutual concern, including, but not limited to, problems in Grantee's service, compliance with AB 939 and future planning. The person attending these meetings on behalf of Grantee shall be vested with sufficient authority to make decisions binding on Grantee.

SECTION 21 -CUSTOMER COMPLAINTS

A. Notice to Customers. The Grantee shall notify customers of the complaint arbitration procedure as required by City.

B. City Review of Complaints. A customer dissatisfied with Grantee's decision regarding a complaint may ask the City to review the complaint. To obtain this review, the customer must request City's review within thirty (30) days of receipt of

Grantee's response to the complaint, or within forty-five (45) days of submitting the complaint to the Grantee if the Grantee has failed to respond to the complaint. The City may extend the time to request its review for good cause.

C. Remedy. The City Administrator or his/her designee shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Franchise Agreement.

SECTION 22 -SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS

A. Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining hazardous waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Grantee's responsibility to keep current with the regulations and tests on such substances, and to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this agreement, local regulations concerning such substances. Grantee shall make every reasonable effort to prohibit the collection and the disposal of hazardous waste in any manner inconsistent with federal and state law.

B. Non-Collection Tags. When solid waste is not collected from any solid waste customer, Grantee shall notify the customer as to why the collection was not made, and shall attach tags approved by the City to the waste not so collected which clearly identify the reasons for such non-collection.

C. Notice to Agencies Regarding Toxics. Grantee has represented to City that Grantee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Grantee in solid waste anywhere within the City, including on, in, under or about City's property, including streets, easements, rights of way and City's waste containers. In addition to other required notifications, if Grantee observes any substances which it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on City's property, including streets, storm drains, or public rights of way, Grantee will also immediately notify the City Administrator or his/her designee.

D. Inspection for Toxics. Grantee shall conduct a visual inspection, consistent with its normal operating procedures, of all solid wastes that it collects, transports and/or disposes pursuant to this Franchise Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of hazardous wastes or materials.

E. No Collection or Disposal of Hazardous Waste. Except as provided in this subsection, Grantee shall not collect, handle, process, transport, arrange for the transport of or dispose of hazardous waste pursuant to this Franchise Agreement.

F. Hazardous Waste Program. Notwithstanding subsection E above, Grantee agrees to provide, upon City's request and with appropriate fee reimbursement, a program for residents in Grantee's Franchise Area, identifying hazardous waste and complying with all federal, state, and to the extent not inconsistent with this Agreement, local statutes and regulations dealing with hazardous waste. Subject to permitting, said program shall include, and be expanded to include, collection of all items listed on Exhibit "D," attached hereto and incorporated into this Franchise Agreement, which list may be amended from time to time by the City.

SECTION 23 -INDEMNIFICATION

As used in this section, "City" means City and its City Council, employees, agents, consultants and representatives.

A. Indemnification of City. Grantee shall defend, indemnify, and hold the City harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Grantee's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Grantee, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the City, its officers and employees, or as expressly prohibited by statute. This duty of Grantee to indemnify and save City harmless includes the duties to defend set forth in California Civil Code Section 2778.

B. Hazardous Substance Indemnification. Grantee shall protect, defend (with counsel selected by Grantee and reasonably acceptable to City), indemnify and hold harmless City, its City members, officers, directors, employees, agents, consultants,

successors and assigns (hereinafter "City Indemnified Parties"), from and against all claims for actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City Indemnified Parties, arising out of or resulting from any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action), concerning the release or threatened release of any hazardous substance or hazardous or municipal solid waste at any landfill or transfer facility owned or operated by Grantee where solid waste is or has been transported, transferred, processed, stored, disposed of by Grantee pursuant to the Franchise Agreement, which may result in a release of hazardous waste or hazardous substance into the environment. As used herein, the phrases "hazardous substance" and "hazardous waste" shall coincide with the broadest definition thereof contained in any present or future federal or state laws. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the City Indemnified Parties from liability. This provision shall survive the termination of any other agreement between Grantee and the City. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third party. The foregoing indemnity shall supersede any other environmental indemnities of the Grantee under the Franchise Agreement. The foregoing indemnity shall not apply with respect to: (1) any hazardous waste or hazardous substance generated by the City and delivered by the City to Grantee; or (2) the disposal or release of hazardous substances or hazardous waste, which disposal or release has resulted from the negligence or willful misconduct of City. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the City may have against the Grantee independent of this indemnity.

C. AB 939 Indemnification.

(1) Grantee shall protect, defend with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the City for the City's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder if said failure results from Grantee's failure to comply with this Franchise Agreement and/or Grantee's failure to comply with said laws, rules or regulations binding on Grantee, including but not limited to failing to timely supply the City in order to comply with AB 939. However, Grantee shall not be obligated to indemnify City for fines or penalties caused by City's modifications of Grantee's information, or by City's own acts or omissions which result in City's failure to provide timely reports to the state.

SECTION 24 -GENERAL PROVISIONS

A. Force Majeure. Grantee shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Grantee are temporarily interrupted or discontinued for reasons outside the reasonable control of the Grantee, including but not limited to riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, extreme weather, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Grantee. Other events do not include the financial inability of the Grantee to perform or the failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies, or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee. In the event a labor disturbance interrupts collection, transportation and/or disposal of solid waste by Grantee as required under this Franchise Agreement, City may elect to exercise its rights under Section 13 of this Franchise Agreement, in the event Grantee is unable to perform the services under this Agreement.

B. Independent Contractor. Grantee is an independent contractor, and not an officer, agent, servant or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, employees, Grantees and sub grantees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, employees, agents or subgrantees shall obtain any rights to retirement or other benefits which accrue to City's employees.

C. Right of Entry. Grantee shall have the right, until written notice revoking permission to pass is delivered to Grantee, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting solid waste pursuant to this Franchise Agreement.

D. Law to Govern; Venue. The laws of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara Santa Maria Division.

E. Fees and Gratuities. Grantee shall not, nor shall it permit any agent, employee or subgrantee employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of solid waste otherwise required to be collected under this Franchise Agreement.

F. Prior Agreements and Amendments. No amendment of this Franchise Agreement shall be valid unless in writing duly executed by the parties. This Franchise Agreement contains the entire agreement between the parties, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party. This Franchise Agreement is intended to supersede and replace all prior agreements between the parties.

G. Compliance With Franchise Agreement. Grantee shall comply with those provisions of the City's Municipal Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Franchise Agreement, provided that such provisions are not inconsistent with the terms of this Franchise Agreement.

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

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

To Grantee: Valley Garbage & Rubbish Co., Inc., dba Health Sanitation Service 1850 W, Betteravia Rd. Santa Maria, CA 93455

or to such other address as either party may from time to time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

I. Savings Clause and Entirety. If any non-material provision of this Franchise Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement.

J. Exhibits Incorporated. Exhibits "A" through "D" are attached hereto and incorporated in this Franchise Agreement by reference.

K. Joint Drafting. This Franchise Agreement was drafted jointly by the parties to the Franchise Agreement.

L. Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to rate setting or City's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

M. Police Powers. Nothing in this Agreement is intended to or may limit City's authority pursuant to its police power.

N. Confidentiality. Information gained from examination of books and records pertaining to operations regulated by the City under this Agreement shall be treated by the City and its agents as confidential information.

O. Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the City and Grantee.

P. Survival. All confidentiality and indemnification provisions of this Agreement shall survive this Agreement.

Q. Administrator. The City Officer or employee with responsibility for administering this Agreement is the City Administrator or his/her successor.

IN WITNESS WHEREOF, City and Grantee have executed this Agreement this 24th day of May, 2016.

CITY

By: John Sigale
Mayor

ATTEST:

Andrew Bantz
City Clerk
Deputy

GRANTEE

Valley Garbage & Rubbish Company, Inc.

By: [Signature]
Title: DIRECTOR OF OPERATIONS

**EXHIBIT "A" SCHEDULE OF RATES
CITY OF GUADALUPE RATE SCHEDULE**

EXHIBIT A
Guadalupe Rates

Thru
07/31/16

Portion to
each entity

RESIDENTIAL

1. 90 Gallon Service Level (90 gal refuse, 90 gal recyclable, and 90 gal organics carts)

STANDARD SERVICE

Collection	\$ 17.09	
Disposal -- 244 lbs.	\$ 7.20	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Organics	\$ 1.65	
Billing	\$ -	

City Surcharge -- 9.18%	\$ 2.49	To HSS \$ 27.15
City Franchise Fee -- 12.5%	\$ 3.39	To City \$ 5.88
Total	\$ 33.03	Total \$ 33.03

2. 60 Gallon Service Level (60 gal refuse, 90 gal recyclable, and 90 gal organics carts)

LIGHT SERVICE

Collection	\$ 15.77	
Disposal -- 163 lbs.	\$ 4.84	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Organics	\$ 1.67	
Billing	\$ -	

City Surcharge -- 9.18%	\$ 2.16	To HSS \$ 23.49
City Franchise Fee -- 12.5%	\$ 2.94	To City \$ 5.10
Total	\$ 28.59	Total \$ 28.59

3. 30 Gallon Service Level (30 gal refuse, 90 gal recyclable, and 90 gal organics carts)

SPECIAL SERVICE by application only

Collection	\$ 14.42	
Disposal -- 81 lbs.	\$ 2.40	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Organics	\$ 1.64	
Billing	\$ -	

City Surcharge -- 9.18%	\$ 1.81	To HSS \$ 19.67
City Franchise Fee -- 12.5%	\$ 2.46	To City \$ 4.27
Total	\$ 23.94	Total \$ 23.94

5. Other Cart Charges

a. Addit. 90 gal refuse cart

Collection	\$ 13.24	
Disposal -- 24 lbs.	\$ 7.20	
Billing -- NA, on 1st cart	\$ -	

City Surcharge -- 9.18%	\$ 1.88	To HSS \$ 20.44
City Franchise Fee -- 12.5%	\$ 2.56	To City \$ 4.44
Total	\$ 24.88	Total \$ 24.88

**EXHIBIT A
Guadalupe Rates**

**Thru
07/31/16**

**Portion to
each entity**

b. Addit. 60 gal refuse cart

Collection	\$ 11.92	
Disposal -- 163 lbs.	\$ 4.84	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 1.54	To HSS \$ 16.76
City Franchise Fee -- 12.5%	\$ 2.10	To City \$ 3.64
Total	\$ 20.40	Total \$ 20.40

Addit. 30 gal refuse cart

Collection	\$ 10.58	
Disposal	\$ 2.40	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 1.19	To HSS \$ 12.98
City Franchise Fee -- 12.5%	\$ 1.62	To City \$ 2.81
Total	\$ 15.79	Total \$ 15.79

c. Addit. 90 gal recycle or organics cart

Collection	\$ 5.67	
Processing -- 81 lbs.	\$ 1.14	
Regional Recycling Fee	\$ -	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 0.63	To HSS \$ 6.81
City Franchise Fee -- 12.5%	\$ 0.85	To City \$ 1.48
Total	\$ 8.29	Total \$ 8.29

6. Additional Service Charges

HSS portion	\$ 1.64	To HSS \$ 1.64
City Franchise Fee -- 12.5%	\$ 0.21	To City \$ 0.21
Extra Bag Tag	\$ 1.85	Total \$ 1.85

HSS portion	\$ 3.34	To HSS \$ 3.34
City Franchise Fee -- 12.5%	\$ 0.42	To City \$ 0.42
Drive-in (up to 1/4 mile)	\$ 3.76	Total \$ 3.76

HSS portion	\$ 3.61	To HSS \$ 3.61
City Franchise Fee -- 12.5%	\$ 0.45	To City \$ 0.45
Carry-out (up to 100 ft)	\$ 4.06	Total \$ 4.06

HSS portion	\$ 5.15	To HSS \$ 5.15
City Franchise Fee -- 12.5%	\$ 0.64	To City \$ 0.64
Christmas Tree Collection	\$ 5.79	Total \$ 5.79

HSS portion	\$ 7.72	To HSS \$ 7.72
City Franchise Fee -- 12.5%	\$ 0.97	To City \$ 0.97
Cart Exchange	\$ 8.69	Total \$ 8.69

HSS portion	\$ 66.88	To HSS \$ 66.88
City Franchise Fee -- 12.5%	\$ 8.36	To City \$ 8.36
Cart Replacement	\$ 75.24	Total \$ 75.24

EXHIBIT A Guadalupe Rates	Thru 07/31/16	Portion to each entity
HSS portion	\$ 5.22	To HSS \$ 5.22
City Franchise Fee -- 12.5%	\$ 0.65	To City \$ 0.65
Return Trip	\$ 5.87	Total \$ 5.87
HSS portion	\$ 40.13	To HSS \$ 40.13
City Franchise Fee -- 12.5%	\$ 5.02	To City \$ 5.02
Bulky Pick-up (up to 4 items)	\$ 45.15	Total \$ 45.15
HSS portion	\$ 25.38	To HSS \$ 25.38
City Franchise Fee -- 12.5%	\$ 3.17	To City \$ 3.17
Bulky Pick-up (1 items)	\$ 28.55	Total \$ 28.55

COMMERCIAL

1. 90 Gallon Service Level (90 gal refuse, 90 gal recyclable carts)

STANDARD SERVICE

Collection	\$ 18.74	
Disposal -- 244 lbs.	\$ 7.20	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Billing	\$ -	
City Surcharge -- 9.18%	\$ 2.49	To HSS \$ 27.15
City Franchise Fee -- 12.5%	\$ 3.39	To City \$ 5.88
Total	\$ 33.03	Total \$ 33.03

2. 60 Gallon Service Level (60 gal refuse, 90 gal recyclable carts)

LIGHT SERVICE

Collection	\$ 17.41	
Disposal -- 163 lbs.	\$ 4.84	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Billing	\$ -	
City Surcharge -- 9.18%	\$ 2.15	To HSS \$ 23.46
City Franchise Fee -- 12.5%	\$ 2.93	To City \$ 5.08
Total	\$ 28.54	Total \$ 28.54

3. 30 Gallon Service Level (30 gal refuse, 90 gal recyclable carts)

SPECIAL SERVICE by application only

Collection	\$ 16.06	
Disposal -- 81 lbs.	\$ 2.40	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Billing	\$ -	
City Surcharge -- 9.18%	\$ 1.81	To HSS \$ 19.67
City Franchise Fee -- 12.5%	\$ 2.46	To City \$ 4.27
Total	\$ 23.94	Total \$ 23.94

EXHIBIT A
Guadalupe Rates

Thru
07/31/16

Portion to
each entity

4. Other Charges

a. Addit. 90 gal refuse cart

Collection	\$ 13.24	
Disposal -- 244 lbs.	\$ 7.20	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 1.88	To HSS \$ 20.44
City Franchise Fee -- 12.5%	\$ 2.56	To City \$ 4.44
Total	\$ 24.88	Total \$ 24.88

c. Addit. 90 gal recycling cart

Collection	\$ 4.44	
Recycling	\$ 1.21	
Regional Recycling Fee	\$ -	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 0.52	To HSS \$ 5.65
City Franchise Fee -- 12.5%	\$ 0.71	To City \$ 1.23
Total	\$ 6.88	Total \$ 6.88

d. 96 gal recycling cart

Collection	\$ 26.92	
Recycling	\$ 2.49	
Regional Recycling Fee	\$ -	
Billing -- NA, on 1st cart	\$ -	
City Surcharge -- 9.18%	\$ 2.70	To HSS \$ 29.41
City Franchise Fee -- 12.5%	\$ 3.68	To City \$ 6.38
Total	\$ 35.79	Total \$ 35.79

5. Additional Service Charges

HSS portion	\$ 25.72	To HSS \$ 25.72
City Franchise Fee -- 12.5%	\$ 3.22	To City \$ 3.22
Bin Exchange	\$ 28.94	Total \$ 28.94

HSS portion	\$ 13.38	To HSS \$ 13.38
City Franchise Fee -- 12.5%	\$ 1.67	To City \$ 1.67
Returned Check	\$ 15.05	Total \$ 15.05

HSS portion	\$ 20.58	To HSS \$ 20.58
City Franchise Fee -- 12.5%	\$ 2.57	To City \$ 2.57
Return Trip	\$ 23.15	Total \$ 23.15

HSS portion	\$ 60.71	To HSS \$ 60.71
City Franchise Fee -- 12.5%	\$ 7.59	To City \$ 7.59
Freon appl Special Haul	\$ 68.30	Total \$ 68.30

HSS portion	\$ 82.32	To HSS \$ 82.32
City Franchise Fee -- 12.5%	\$ 10.29	To City \$ 10.29
Wkend/Clean-up Bin (3 days/4yd)	\$ 92.61	Total \$ 92.61

**EXHIBIT A
Guadalupe Rates**

	Thru 07/31/16	Portion to each entity
HSS portion	\$ 17.78	To HSS \$ 17.78
City Franchise Fee -- 12.5%	\$ 2.22	To City \$ 2.22
Reactivation Charge	\$ 20.00	Total \$ 20.00
HSS portion	\$ 13.33	To HSS \$ 13.33
City Franchise Fee -- 12.5%	\$ 1.67	To City \$ 1.67
Commercial Overage/Snapshot	\$ 15.00	Total \$ 15.00
HSS portion	\$ 8.89	To HSS \$ 8.89
City Franchise Fee -- 12.5%	\$ 1.11	To City \$ 1.11
Cart Delivery Fee	\$ 10.00	Total \$ 10.00
HSS portion	\$ 8.89	To HSS \$ 8.89
City Franchise Fee -- 12.5%	\$ 1.11	To City \$ 1.11
Greenwaste contamination	\$ 10.00	Total \$ 10.00
HSS portion	\$ 40.13	To HSS \$ 40.13
City Franchise Fee -- 12.5%	\$ 5.02	To City \$ 5.02
Bulky Pick-up (up to 4 items)	\$ 45.15	Total \$ 45.15
HSS portion	\$ 25.38	To HSS \$ 25.38
City Franchise Fee -- 12.5%	\$ 3.17	To City \$ 3.17
Bulky Pick-up (1 items)	\$ 28.55	Total \$ 28.55

6. Commercial Bin Service Rates

See attached

EXHIBIT A
Guadalupe Rates

As of
08/01/16

Portion to
each entity

Change

RESIDENTIAL

1. 90 Gallon Service Level (90 gal refuse, 90 gal recyclable, and 90 gal organics carts)

STANDARD SERVICE

Collection	\$ 17.51		\$ 0.42
Disposal -- 244 lbs.	\$ 7.20		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Organics	\$ 1.69		\$ 0.04
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 3.54	To HSS \$ 29.53	\$ 1.05
City Franchise Fee -- 12.5%	\$ 3.69	To City \$ 7.23	\$ 0.30
Total	\$ 36.76	Total \$ 36.76	\$ 3.73 11.3%

2. 60 Gallon Service Level (60 gal refuse, 90 gal recyclable, and 90 gal organics carts)

LIGHT SERVICE

Collection	\$ 16.16		\$ 0.39
Disposal -- 163 lbs.	\$ 4.84		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Organics	\$ 1.71		\$ 0.04
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 3.10	To HSS \$ 25.84	\$ 0.94
City Franchise Fee -- 12.5%	\$ 3.23	To City \$ 6.33	\$ 0.29
Total	\$ 32.17	Total \$ 32.17	\$ 3.58 12.5%

3. 30 Gallon Service Level (30 gal refuse, 90 gal recyclable, and 90 gal organics carts)

SPECIAL SERVICE by application only

Collection	\$ 14.77		\$ 0.35
Disposal -- 81 lbs.	\$ 2.40		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Organics	\$ 1.68		\$ 0.04
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 2.64	To HSS \$ 21.98	\$ 0.83
City Franchise Fee -- 12.5%	\$ 2.75	To City \$ 5.39	\$ 0.29
Total	\$ 27.37	Total \$ 27.37	\$ 3.43 14.3%

5. Other Cart Charges

a. Addit. 90 gal refuse cart

Collection	\$ 13.57		\$ 0.33
Disposal -- 24 lbs.	\$ 7.20		\$ -
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 2.49	To HSS \$ 20.77	\$ 0.61
City Franchise Fee -- 12.5%	\$ 2.60	To City \$ 5.09	\$ 0.04
Total	\$ 25.86	Total \$ 25.86	\$ 0.98 3.9%

EXHIBIT A
Guadalupe Rates

	As of 08/01/16	Portion to each entity	Change
b. Addit. 60 gal refuse cart			
Collection	\$ 12.21		\$ 0.29
Disposal -- 163 lbs.	\$ 4.84		\$ -
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 2.05	To HSS \$ 17.05	\$ 0.51
City Franchise Fee -- 12.5%	\$ 2.13	To City \$ 4.18	\$ 0.03
Total	\$ 21.23	Total \$ 21.23	\$ 0.83 4.1%
Addit. 30 gal refuse cart			
Collection	\$ 10.84		\$ 0.26
Disposal	\$ 2.40		\$ -
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 1.59	To HSS \$ 13.24	\$ 0.40
City Franchise Fee -- 12.5%	\$ 1.66	To City \$ 3.25	\$ 0.04
Total	\$ 16.49	Total \$ 16.49	\$ 0.70 4.4%
c. Addit. 90 gal recycle or organics cart			
Collection	\$ 5.81		\$ 0.14
Processing -- 81 lbs.	\$ 1.17		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 0.91	To HSS \$ 7.61	\$ 0.28
City Franchise Fee -- 12.5%	\$ 0.95	To City \$ 1.86	\$ 0.10
Total	\$ 9.47	Total \$ 9.47	\$ 1.18 14.2%
6. Additional Service Charges			
HSS portion	\$ 1.68	To HSS \$ 1.68	\$ 0.04
City Franchise Fee -- 12.5%	\$ 0.21	To City \$ 0.21	\$ -
Extra Bag Tag	\$ 1.89	Total \$ 1.89	\$ 0.04 2.2%
HSS portion	\$ 3.42	To HSS \$ 3.42	\$ 0.08
City Franchise Fee -- 12.5%	\$ 0.43	To City \$ 0.43	\$ 0.01
Drive-in (up to 1/4 mile)	\$ 3.85	Total \$ 3.85	\$ 0.09 2.4%
HSS portion	\$ 3.70	To HSS \$ 3.70	\$ 0.09
City Franchise Fee -- 12.5%	\$ 0.46	To City \$ 0.46	\$ 0.01
Carry-out (up to 100 ft)	\$ 4.16	Total \$ 4.16	\$ 0.10 2.5%
HSS portion	\$ 5.28	To HSS \$ 5.28	\$ 0.13
City Franchise Fee -- 12.5%	\$ 0.66	To City \$ 0.66	\$ 0.02
Christmas Tree Collection	\$ 5.94	Total \$ 5.94	\$ 0.15 2.6%
HSS portion	\$ 7.91	To HSS \$ 7.91	\$ 0.19
City Franchise Fee -- 12.5%	\$ 0.99	To City \$ 0.99	\$ 0.02
Cart Exchange	\$ 8.90	Total \$ 8.90	\$ 0.21 2.4%
HSS portion	\$ 68.53	To HSS \$ 68.53	\$ 1.65
City Franchise Fee -- 12.5%	\$ 8.57	To City \$ 8.57	\$ 0.21
Cart Replacement	\$ 77.10	Total \$ 77.10	\$ 1.86 2.5%

EXHIBIT A Guadalupe Rates	As of 08/01/16	Portion to each entity	Change
HSS portion	\$ 5.35	To HSS \$ 5.35	\$ 0.13
City Franchise Fee -- 12.5%	\$ 0.67	To City \$ 0.67	\$ 0.02
Return Trip	\$ 6.02	Total \$ 6.02	\$ 0.15 2.6%
HSS portion	\$ 41.12	To HSS \$ 41.12	\$ 0.99
City Franchise Fee -- 12.5%	\$ 5.14	To City \$ 5.14	\$ 0.12
Bulky Pick-up (up to 4 items)	\$ 46.26	Total \$ 46.26	\$ 1.11 2.5%
HSS portion	\$ 26.00	To HSS \$ 26.00	\$ 0.62
City Franchise Fee -- 12.5%	\$ 3.25	To City \$ 3.25	\$ 0.08
Bulky Pick-up (1 items)	\$ 29.25	Total \$ 29.25	\$ 0.70 2.5%

COMMERCIAL

1. 90 Gallon Service Level (90 gal refuse, 90 gal recyclable carts)

STANDARD SERVICE

Collection	\$ 19.20		\$ 0.46
Disposal -- 244 lbs.	\$ 7.20		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 3.54	To HSS \$ 29.53	\$ 1.05
City Franchise Fee -- 12.5%	\$ 3.69	To City \$ 7.23	\$ 0.30
Total	\$ 36.76	Total \$ 36.76	\$ 3.73 11.3%

2. 60 Gallon Service Level (60 gal refuse, 90 gal recyclable carts)

LIGHT SERVICE

Collection	\$ 17.84		\$ 0.43
Disposal -- 163 lbs.	\$ 4.84		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 3.10	To HSS \$ 25.81	\$ 0.95
City Franchise Fee -- 12.5%	\$ 3.23	To City \$ 6.33	\$ 0.30
Total	\$ 32.14	Total \$ 32.14	\$ 3.60 12.6%

3. 30 Gallon Service Level (30 gal refuse, 90 gal recyclable carts)

SPECIAL SERVICE by application only

Collection	\$ 16.46		\$ 0.40
Disposal -- 81 lbs.	\$ 2.40		\$ -
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing	\$ 1.26		\$ 1.26
City Surcharge -- 12%	\$ 2.64	To HSS \$ 21.99	\$ 0.83
City Franchise Fee -- 12.5%	\$ 2.75	To City \$ 5.39	\$ 0.29
Total	\$ 27.38	Total \$ 27.38	\$ 3.44 14.4%

EXHIBIT A
Guadalupe Rates

	As of 08/01/16	Portion to each entity	Change
4. Other Charges			
a. Addit. 90 gal refuse cart			
Collection	\$ 13.57		\$ 0.33
Disposal -- 244 lbs.	\$ 7.20		\$ -
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 2.49	To HSS \$ 20.77	\$ 0.61
City Franchise Fee -- 12.5%	\$ 2.60	To City \$ 5.09	\$ 0.04
Total	\$ 25.86	Total \$ 25.86	\$ 0.98 3.9%
c. Addit. 90 gal recycling cart			
Collection	\$ 4.55		\$ 0.11
Recycling	\$ 1.24		\$ 0.03
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 0.77	To HSS \$ 6.42	\$ 0.25
City Franchise Fee -- 12.5%	\$ 0.80	To City \$ 1.57	\$ 0.09
Total	\$ 7.99	Total \$ 7.99	\$ 1.11 16.1%
d. 96 gal recycling cart			
Collection	\$ 27.58		\$ 0.66
Recycling	\$ 2.55		\$ 0.06
Regional Recycling Fee	\$ 0.63		\$ 0.63
Billing -- NA, on 1st cart	\$ -		\$ -
City Surcharge -- 12%	\$ 3.69	To HSS \$ 30.76	\$ 0.99
City Franchise Fee -- 12.5%	\$ 3.85	To City \$ 7.54	\$ 0.17
Total	\$ 38.30	Total \$ 38.30	\$ 2.51 7.0%
5. Additional Service Charges			
HSS portion	\$ 26.35	To HSS \$ 26.35	\$ 0.63
City Franchise Fee -- 12.5%	\$ 3.29	To City \$ 3.29	\$ 0.07
Bin Exchange	\$ 29.64	Total \$ 29.64	\$ 0.70 2.4%
HSS portion	\$ 13.71	To HSS \$ 13.71	\$ 0.33
City Franchise Fee -- 12.5%	\$ 1.71	To City \$ 1.71	\$ 0.04
Returned Check	\$ 15.42	Total \$ 15.42	\$ 0.37 2.5%
HSS portion	\$ 21.09	To HSS \$ 21.09	\$ 0.51
City Franchise Fee -- 12.5%	\$ 2.64	To City \$ 2.64	\$ 0.07
Return Trip	\$ 23.73	Total \$ 23.73	\$ 0.58 2.5%
HSS portion	\$ 62.20	To HSS \$ 62.20	\$ 1.49
City Franchise Fee -- 12.5%	\$ 7.78	To City \$ 7.78	\$ 0.19
Freon appl Special Haul	\$ 69.98	Total \$ 69.98	\$ 1.68 2.5%
HSS portion	\$ 84.35	To HSS \$ 84.35	\$ 2.03
City Franchise Fee -- 12.5%	\$ 10.54	To City \$ 10.54	\$ 0.25
Wkend/Clean-up Bin (3 days/4yd)	\$ 94.89	Total \$ 94.89	\$ 2.28 2.5%

EXHIBIT A Guadalupe Rates	As of 08/01/16	Portion to each entity	Change
HSS portion	\$ 18.22	To HSS \$ 18.22	\$ 0.44
City Franchise Fee -- 12.5%	\$ 2.28	To City \$ 2.28	\$ 0.06
Reactivation Charge	\$ 20.50	Total \$ 20.50	\$ 0.50 2.5%
HSS portion	\$ 13.66	To HSS \$ 13.66	\$ 0.33
City Franchise Fee -- 12.5%	\$ 1.71	To City \$ 1.71	\$ 0.04
Commercial Overage/Snapshot	\$ 15.37	Total \$ 15.37	\$ 0.37 2.5%
HSS portion	\$ 9.11	To HSS \$ 9.11	\$ 0.22
City Franchise Fee -- 12.5%	\$ 1.14	To City \$ 1.14	\$ 0.03
Cart Delivery Fee	\$ 10.25	Total \$ 10.25	\$ 0.25 2.5%
HSS portion	\$ 9.11	To HSS \$ 9.11	\$ 0.22
City Franchise Fee -- 12.5%	\$ 1.14	To City \$ 1.14	\$ 0.03
Greenwaste contamination	\$ 10.25	Total \$ 10.25	\$ 0.25 2.5%
HSS portion	\$ 41.12	To HSS \$ 41.12	\$ 0.99
City Franchise Fee -- 12.5%	\$ 5.14	To City \$ 5.14	\$ 0.12
Bulky Pick-up (up to 4 items)	\$ 46.26	Total \$ 46.26	\$ 1.11 2.5%
HSS portion	\$ 26.00	To HSS \$ 26.00	\$ 0.62
City Franchise Fee -- 12.5%	\$ 3.25	To City \$ 3.25	\$ 0.08
Bulky Pick-up (1 items)	\$ 29.25	Total \$ 29.25	\$ 0.70 2.5%

6. Commercial Bin Service Rates
See attached

EXHIBIT A -- GUADALUPE RATES

Refuse Bins -- thru 7/31/16

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$129.14	\$239.99	\$351.02
City Franchise Fee	\$16.14	\$30.00	\$43.88
2 Cubic Yards	\$145.28	\$269.99	\$394.90

Recycle Bins -- thru 7/31/16

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$94.83	\$170.68	\$246.53
City Franchise Fee	\$11.85	\$21.34	\$30.82
2 Cubic Yards	\$ 106.68	\$192.02	\$277.35

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$171.02	\$323.78	\$476.96
City Franchise Fee	\$21.38	\$40.47	\$59.62
3 Cubic Yards	\$192.40	\$364.25	\$536.58

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$119.40	\$219.81	\$320.22
City Franchise Fee	\$14.93	\$27.48	\$40.03
3 Cubic Yards	\$ 134.33	\$247.29	\$360.25

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$216.98	\$414.72	\$613.44
City Franchise Fee	\$27.12	\$51.84	\$76.68
4 Cubic Yards	\$244.10	\$466.56	\$690.12

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$147.97	\$276.96	\$405.95
City Franchise Fee	\$18.50	\$34.62	\$50.74
4 Cubic Yards	\$ 166.47	\$311.58	\$456.69

No 9.18% surcharge on bins

No 9.18% surcharge on bins

EXHIBIT A -- GUADALUPE RATES

Refuse Bins -- as of 08/01/16

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$131.55	\$244.47	\$357.57
City Franchise Fee	\$16.44	\$30.56	\$44.70
2 Cubic Yards	\$147.99	\$275.03	\$402.27
Change	\$2.71	\$5.04	\$7.37

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$174.06	\$329.54	\$485.44
City Franchise Fee	\$21.76	\$41.19	\$60.68
3 Cubic Yards	\$195.82	\$370.73	\$546.12
Change	\$3.42	\$6.48	\$9.54

Refuse Rate	1x/wk	2x/wk	3x/wk
To HSS	\$220.77	\$421.97	\$624.17
City Franchise Fee	\$27.60	\$52.75	\$78.02
4 Cubic Yards	\$248.37	\$474.72	\$702.19
Change	\$3.60	\$4.77	\$6.06

No 12% surcharge on bins

Recycle Bins -- thru 7/31/16

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$97.09	\$174.68	\$252.43
City Franchise Fee	\$12.14	\$21.83	\$31.55
2 Cubic Yards	\$109.23	\$196.51	\$283.98
Change	\$2.55	\$4.49	\$6.63

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$122.22	\$225.05	\$327.89
City Franchise Fee	\$15.28	\$28.13	\$40.99
3 Cubic Yards	\$137.50	\$253.18	\$368.88
Change	\$3.17	\$5.89	\$8.63

Recycle Rate	1x/wk	2x/wk	3x/wk
To HSS	\$151.46	\$283.54	\$415.62
City Franchise Fee	\$18.93	\$35.44	\$51.95
4 Cubic Yards	\$170.39	\$318.98	\$467.57
Change	\$2.56	\$3.19	\$3.96

No 12% surcharge on bins

**EXHIBIT A-1
EXAMPLE RATE ADJUSTMENT METHODOLOGY**

CPI Calculation			
April 2014 through March 2015			
Month	Start Month Apr-13 thru Mar-14	End Month Apr-14 thru Apr-15	Year over Year % Change
Apr.	239.043	242.437	1.42%
May	239.346	243.362	1.68%
Jun.	239.223	243.528	1.80%
July	238.920	243.727	2.01%
Aug.	239.219	243.556	1.81%
Sept.	239.611	243.623	1.67%
Oct.	239.940	243.341	1.42%
Nov.	238.677	241.753	1.29%
Dec.	238.742	240.475	0.73%
Jan.	239.857	239.724	-0.06%
Feb.	241.059	241.297	0.10%
Mar.	242.491	243.738	0.51%
Average			1.20%

**EXHIBIT B
CITY FACILITIES**

US Post Office	1030 Guadalupe St.	90 Gallon Trash/Three 90 Gallon Recycling 1 Week
American Legion Hall	1025 Guadalupe St.	One 3-Yard Container 1 Week
Police Dept./City Hall	4460 Tenth St.	One 4-Yard Container/Two 1.5 Yard Container 1 Week
Leroy Park	4683 Eleventh St.	One 4-Yard Container 1 Week
JO Park	213 Calle Cesar E. Chavez	One 4-Yard Container/Four 90 Gallon Recycling 1 Week
Waste Water	5125 W. Main St	Two 2-Yard Containers/90 Gallon Recycling 1 Week +Roll-off containers sludge handling (Reduce cost 50% per pick-up -currently at \$135)
Water Dept.	303 Obispo St.	One 2-Yard Container/ One 4-Yard Container 1 Week
Library	4719 W. Main St. Ste. D	Two 60 Gallon Trash/Two 90 Gallon Recycling 1 Week
Senior Center	4545 Tenth Street	One 90-Gallon Trash/One 90-Gallon Recycling 1 Week

EXHIBIT C
STREET SWEEPING SPECIFICATIONS

1.1 Services

- A. General. At no additional cost and expense to City, Grantee, or its subcontractor, shall provide street sweeping services on public residential streets and main arterial streets in the City. Street sweeping will not be provided on private property.
- B. Minimal Impact. Sweeping is to be performed at times that provide the best results with minimal impact to residents and commercial businesses, flow of vehicular traffic, and the public in general.
- C. NPDES. Sweeping shall be done in a manner to ensure compliance with all National Pollution Discharge Elimination System (NPDES) mandates.
- D. Route. Grantee shall sweep streets in residential areas once each month, and streets in commercial areas and three City-owned parking lots once each week.
- E. Coordination with Solid Waste Collection. Grantee shall make every effort to coordinate street sweeping routes with residential trash collection routes so streets shall be swept the following business day after trash collection.
- F. Sweeping Hours of Operation. At no time shall sweeping be conducted before 7:00 a.m. or after the hours of 7:00 p.m. or on Sunday in residential areas without the consent and approval of the City Administrator.
- G. Special Response. Grantee shall respond to all inquires and requests for special sweeps from the City Administrator. Response time will be within one (1) business day except in cases of declared emergencies, accident clean-ups or illicit discharges when response time will be soonest possible not to exceed one (1) hour during regularly scheduled sweeping hours and four (4) hours all other times. Charges for this service will be in accordance with Section 1.8.
- H. Holiday Adjustments. Grantee will adjust sweeping schedule consistent with holidays which result in changes to solid waste collection schedules.

1.2 Notification of Route Changes.

Grantee shall notify all affected residents of changes to sweeping schedules. Grantee will develop promotional materials to include sweeping schedules.

1.3 Equipment

- A. Vehicle Types. Grantee is required to use low-emission or alternative fueled, state-of-the-art, regenerative air, mechanical broom sweepers that are certified to meet all State and Federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) compliance mandates. Sweepers shall be equipped with operational strobe and back-up alarm and shall conform to all applicable safety requirements.
- B. Storage. Vehicles when not in service will be stored at a facility that has been appropriately zoned for said use.
- C. Vehicle Maintenance. Equipment shall be maintained in clean appearance. All related vehicle equipment shall be maintained in good mechanical condition. Brushes and brooms shall be replaced at regular intervals. Equipment is subject to inspection by City at any time.
- D. Available Vehicles. Grantee shall maintain or have access to equipment sufficient to meet all obligations hereunder.

1.4 Sweeping Methods

- A. General. Grantee shall make as many passes as are necessary to remove debris including all sand, dirt, rocks, gravel, vegetation, and other sweepable debris during sweeping operations.
- B. Permitted Operations. Grantee will operate equipment within manufacturer guidelines and observe a speed limit of 8 mph while sweeping.
- C. Noise Limits. Sweeping shall be conducted as quietly as possible and shall conform to applicable federal, state, county,

and City noise level regulations as they now exist or may be amended in the future. The City may conduct random checks of noise emission levels to ensure compliance.

D. Water Usage. Adequate water shall be used at all times to maximize dust control. Grantee shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system.

E. Unsweepable Debris. Unsweepable items that impede sweeping, such as palm fronds, rocks and other debris, shall be removed from the sweeping path and properly disposed of by the operator.

F. Parked Vehicles. Grantee shall not be responsible for areas missed due to parked cars or other personal property blocking sweeping paths. In such case, Grantee must note and report areas missed to City.

1.5 Staff

A. General. All staff associated with sweeping operations will be uniformed and have the ability to contact a supervisor from the vehicle. All vehicle operators shall be appropriately licensed to operate sweeping vehicles on public streets and shall obey all applicable traffic laws.

B. Reserves. Adequate reserve staff shall exist to meet all obligations.

C. Additional Staff. One staff person shall be assigned as needed to pick up large debris that impede with sweeper operations.

D. Contact Information. City shall be provided with phone number to contact sweeping supervisor 24 hours per day.

E. Training. All staff shall be trained to recognize illicit discharges and stormwater pollution sources. All staff training will be documented and available for review by the City Administrator upon request.

F. Communications. Grantee shall maintain direct communications with all sweeping equipment and staff in the field. Each sweeper operator shall have the ability to communicate verbal information immediately to their supervisor, City staff, Police and Fire personnel, and for the reporting of pollutant discharge observations.

1.6 Debris and Water Usage

A. General. Grantee is responsible for the disposal of all debris collected.

B. Grantee is responsible for all water usage and associated costs and coordination with individual water purveyors to obtain hydrant meters.

1.7 Credit Hours

A. General. Grantee shall provide credit hours for those hours of sweeping not performed due to inclement weather. Credit hours shall be "banked" and available for use by City for specific "special" sweeping projects outside the scope of the established routes and route schedules and beyond additional hours provided in Section 1.8, above. Any unused portion of the Credit hours shall "roll over" at the end of each franchise year and will be applied to the subsequent year.

B. Call Out Rate. Grantee and City shall establish a mutually agreed to "call out" rate for all hours of service requested by City which exceeds the total hours available under subsection A above.

**EXHIBIT D
HOUSEHOLD HAZARDOUS WASTE PROGRAM
MATERIALS ACCEPTED**

Exhibit D

City of Guadalupe - Hazardous Waste Drop-Off Collection Site

HSS Recycling Center (Open 6 days per week, M-Sat, 8-5)

1850 West Betteravia Road

Santa Maria, CA 93455

805-922-9092

Residents may be paid for some of these materials listed and others may have a small fee. For current pricing contact HSS Recycling. No charge to customers who drop items during twice per year City Clean Up Events.

HSS Recycling Accepts (Limits have been established by State Regulations):

Antifreeze -

Clean, used Antifreeze. Limit is 5 gal per trip, 20 gal per day.

Batteries -

Vehicle batteries. Limit 10 per trip.

Motor Oil -

Clean, used motor oil. Limit is 5 gal per trip, 20 gal per day.

Paint -

Latex water-based paint in the original labeled container. Limit is 5 gal per trip, 20 gal per day.

Electronic Waste -

Undamaged electronic waste.

Appliances -

All household appliances.

Other Regional Programs -

- All other household hazardous waste and sharps can be taken to the City of Santa Maria Landfill HHW Facility, 805-925-0951, x7270.
- Household generated pharmaceutical waste can be dropped at the County Sheriff's Station, 812-A West Foster Road, Santa Maria, 805-934-6150



REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of November 22, 2022

Todd Bodem

Approved by:
Todd Bodem, City Administrator

SUBJECT: Public hearing to consider impasse and the imposing of the City's last, best, and final offer on the International Association of Firefighters Unit 4403 (IAFF) pursuant to Government Code Section 3505.7

BACKGROUND:

Beginning in May 2021, the City of Guadalupe and the IAFF Local 4403, met and engaged in negotiations regarding a successor Memorandum of Understanding (MOU). The City and IAFF were unable to reach an agreement. The City submitted its last, best, and final offer to IAFF on or about May 10, 2022. In spite of sporadic communications and discussions since that time, the parties have arrived at an impasse, and the City team has completed all impasse procedures as required by applicable statutes, rules, regulations, and agreements. Government Code section 3505.7 authorizes the City Council to implement the City's last, best and final offer.

RECOMMENDATION:

That the City Council:

- 1) Open the Public Hearing and receive public comments.
- 2) Receive presentation from IAFF Unit 4403.
- 3) Receive presentation from City's lead negotiator.
- 4) Close the Public Hearing.
- 5) Approve Resolution No. 2022-105 to impose the City's last, best, and final proposal on IAFF pursuant to Government Code Section 3505.7.

FISCAL IMPACT:

Clarification on various items of the last, best, and final offer (LBFO) resulted in \$3,000 more than what was previously budgeted for the current fiscal year. This includes a two percent (2%) COLA. The cost of the second year of the LBFO would be about \$945,000. The cost for the third year of the LBFO, for Fiscal Year 2023/2024, costs are estimated to be \$968,000, which includes an additional three percent (3%) COLA.

ATTACHMENTS:

1. Resolution No. 2022-105

RESOLUTION NO. 2022-105

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING IMPASSE AND IMPOSING THE CITY'S LAST, BEST AND FINAL PROPOSAL ON THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403 PURSUANT TO GOVERNMENT CODE 3505.7

WHEREAS, the City of Guadalupe ("City") and the International Association of Firefighters Local 4403 ("IAFF") were signatories to a Memorandum of Understanding ("MOU") that expired on June 30, 2021 setting forth certain terms and conditions of employment for employees in the IAFF bargaining unit; and

WHEREAS, beginning in May of 2021, the City and IAFF negotiation teams met and engaged in extensive negotiations over the terms of a success to said MOU; and

WHEREAS, notwithstanding that the City and IAFF negotiations teams have met many times in an effort to conclude the terms of a successor MOU, the City and IAFF have not reached agreement on such terms; and

WHEREAS, on or about May 10, 2022, the City's negotiation team submitted the City's Last, Best, and Final Proposal to IAFF and provided an explanation of the terms to IAFF; and

WHEREAS, the Last, Best, and Final Proposal did not lead to an agreement of a successor MOU; and

WHEREAS, notwithstanding the efforts described above, the parties have arrived at an impasse; and

WHEREAS, the City's impasse procedure has been completed, to the extent allowed by law, in good faith; and

WHEREAS, pursuant to Government Code section 3505.4, IAFF could have sought additional impasse process by making a factfinding request to PERB and submitting the matter to a factfinding panel, but IAFF did not request this factfinding process; and

WHEREAS, the City's impasse procedure has been completed, to the extent allowed by law, in good faith; the parties have concluded the impasse resolution procedures as required by all applicable statutes, rules, regulations, and agreements; and all applicable mediation and factfinding procedures have been exhausted; and

WHEREAS, pursuant to Government Code 3505.7, the City Council of the City of Guadalupe has considered this matter following holding a public hearing regarding impasse and concluded that it is appropriate to implement the City's Last, Best and Final Proposal; and

WHEREAS, in such circumstances, Government Code section 3505.7 authorizes the City Council of the City of Guadalupe to implement its Last, Best and Final offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Guadalupe that the following changes in terms and conditions of employment of members of IAFF bargaining unit 4403 shall be implemented as set forth in Part A below, effective immediately upon adoption of this Resolution:

PART A - Modification and Imposition of Terms and Conditions

- I. **Adoption of a new 7(k) FLSA Period for Overtime** - Consistent with the FLSA section 29, USC Section 207 subsection (k), the City shall have the option to convert the current 14-day FLSA period to a 28-day FLSA period effective July 1, 2023.
- II. **Shift Trades** - Consistent with the FLSA section 29 USC Section 207 subsection (p)(3) – with the prior approval of the City, employees shall be entitled to conduct shift trades without additional overtime liability.
- III. **Wage Increase** – Effective July 1, 2022 – 2% wage increase.
- IV. **Uniform Administration** – The uniform maintenance allowance paid to full-time unit members shall be \$20 per pay period/biweekly (\$520.00 per year). In addition, each June and December, full-time sworn employees shall be permitted to purchase up to \$475 of new uniforms and/or work-related equipment at the City’s expense. Personal items such as prescription eye or sunglasses are not included in the uniform allowance, as the City provides vision care that allows for a Well Vision Exam every 12 months, contacts, frame, and lens allowance. Reference VSP Vision Summary for details. Incidentals for personal grooming or hygiene are not included per IRS guidelines.
- V. **Incentive Pay for Special Assignments** – Firefighters assigned to Special Assignments, as designated by the Director of Public Safety, will be entitled to a premium above their base salary payable with the normal payroll, with a maximum of two (2) assignments. These firefighters must satisfactorily perform their Special Assignments as well as their regular duties. In the event a Firefighter resigns from their Special Assignment, or the assignment no longer exists, the Firefighter will lose the incentive pay. The Special Assignment for the period of the MOU are:
 - Haz-Mat Officer – 3% (6 Officers Eligible)
 - Investigator – 3% (3 Officers Eligible)
 - Field Training Officer – 3% (As Needed)

Firefighters in the bargaining unit are eligible for incentive pay at this rate only when they are actually conducting this especially assigned duty.

VI. **Elimination / Revision of Existing MOU Provisions:**

I. Article 9. Incentive Pay A. Bilingual Allowance –

- Eliminate “Retroactive to January 1, 2020.”

II. Article 9. Incentive Pay B. Advanced EMT Certification –

- Eliminate “Effective July 1, 2020”
- Change Optional Skills from \$100 per pay period to \$50 per pay period.

III. Article 9. Incentive Pay C. Educational Pay –

- Eliminate “Retroactive to January 1, 2020”

IV. Article 9. Incentive Pay D. Certificate Pay –

- Eliminate and replace with item VII. Incentive Pay for Special Assignments

V. Article 11. Uniform and Equipment Allowance –

- Eliminate (A.) “Thereafter, effective January 1, 2021, employees will receive an annual uniform allowance of \$950 per fiscal year” and replace with item VI. Uniform Administration.

VI. Article 12. Reimbursement for Lost or Damaged Property (B.) “Such list may be amended with the approval of the Director of Public Safety”, eliminate “and the union”.

VII. Article 13. Hours of Work and Overtime –

- (B.) change from 56 to 48 hours of work in a normal workweek over the course of a year
- (C.) change from 6 – 24-hour shifts in a 14-day cycle to 5 – 24 hour shifts in a 14-day cycle; or 10 – 24 hour shifts in a 28-day cycle.
- Shift Schedule (8-week example):

XXOOOO XXOOOX OOOOXX OOOOX XOOOOX OOOOXX OOOOXX OOOOXO
1234567 1234567 1234567 1234567 1234567 1234567 1234567 1234567

48 hrs 72 hrs 48 hrs 24 hrs 48 hrs 48 hrs 48 hrs 24 hrs

FLSA 14 = 5 shifts | FLSA 14 = 3 shifts | FLSA 14 = 4 shifts | FLSA 14 = 3 shifts

FLSA 28 day pay period = 8 shifts | FLSA 28 day pay period = 7 shifts

- Revise to “Work schedules shall be established one time per calendar year.”
- Eliminate “members shall choose workdays and days off based on seniority.”
- (D.) eliminate “Vacation, sick compensatory time, bereavement, jury duty, as well as all other forms of paid leave shall be counted towards time worked for the purposes of calculating overtime.”
- Revise to “Overtime shall be calculated for time served past the 106-hour threshold in a 14-day pay period until June 30, 2023 (Fiscal Year 2022-2023), and the 212-hour threshold in a 28-day pay period shall take effect July 1, 2023 (Fiscal Year 2023-2024).”
- (F.) change from 56 hours to 48-hour workweek, converting paid leave time accruals and balances, rates will be multiplied by a factor of ____.

VIII. Article 15. Minimum Staffing –

- Eliminate “24-hour minimum staffing each day shall consist of 1 full-time Captain and 1 full-time Fire Engineer. In cases of emergency, the Director of Public Safety or his/her designee may elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations.”
- Begin paragraph with revised sentence, “If regularly scheduled employees are not available for such staffing, any qualified employee, regardless of rank, may work the duty shift.
- Eliminate “The vacancy affected rank will be filled with the same rank first, before opening to other classifications.”

IX. Article 28. Dental Insurance –

- Eliminate (B.) at least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

X. Article 29. Vision insurance –

- Eliminate (B.) at least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

XI. Article 43. Temporary Promotions –

- Eliminate “The Director of Public Safety may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the Union.”

PART B. Scope of Modifications

SECTION 1. The only modifications of wages, hours or other conditions of employment within the scope of representation that are modified by this Resolution are those expressly set forth in Part A of this Resolution. All other terms and conditions within the scope of representation shall remain unchanged unless hereafter modified in accordance with applicable law.

SECTION 2. Nothing in this Resolution shall be construed as depriving IAFF Unit 4403 of their rights each year to meet and confer on matters within the scope of representation, whether or not such matters are included in this Resolution, prior to adoption of the City budget or as otherwise required by law.

PASSED, APPROVED AND ADOPTED at the regular meeting on the 22nd of November 2022 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. 2022-105**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 22, 2022, 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