

**MAYOR:** JOHN LIZALDE  
**MAYOR PRO TEM:** ARISTON JULIAN  
**COUNCIL MEMBER:** GINA RUBALCABA  
**COUNCIL MEMBER:** JERRY BEATTY  
**COUNCIL MEMBER:** VIRGINIA PONCE

**CITY ADMINISTRATOR:** ANDREW CARTER  
**CITY ATTORNEY:** DAVID FLEISHMAN  
**CITY CLERK:** JOICE EARLEEN RAGUZ  
**CITY TREASURER:** PETRONA AMIDO

## AGENDA

### GUADALUPE CITY COUNCIL

#### Special Meeting

Monday, August 1, 2016

SPECIAL SESSION 3:30 pm

City Hall, Council Chambers

918 Obispo Street, Guadalupe, California 93434

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's office, (805) 356-3891. Notification of at least 72 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

*If you wish to speak concerning any item on the agenda, please complete the Request to Speak form that is provided at the rear of the Council Chambers prior to the completion of the staff report and hand the form to the City Clerk. **Note:** Staff Reports for this agenda, as well as any materials related to items on this agenda submitted after distribution of the agenda packet, are available for inspection at the office of the City Administrator, City Hall, 918 Obispo Street, Guadalupe, California during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday; telephone (805) 356-3891.*

1. **CALL TO ORDER.**
2. **ROLL CALL.** Council Members Jerry Beatty, Virginia Ponce, Gina Rubalcaba, Ariston Julian and Mayor John Lizalde.
3. **PLEDGE OF ALLEGIANCE.**
4. **EMPLOYMENT AGREEMENT FOR INTERIM CITY ADMINISTRATOR SERVICES WITH J. EDWARD TEWES.**
  - a. Written Staff Report (Dave Fleishman, City Attorney)
  - b. City Council discussion and consideration.
  - c. It is recommended that the City Council authorize Mayor Lizalde to execute agreement for Interim City Administrator services with J. Edward Tewes.

5. **APPROVAL OF FINAL MAP, TRACT 29061, PASADERA PROJECT.**

- a. Written Staff Report (Dave Fleishman, City Attorney)
- b. City Council discussion and consideration.
- c. It is recommended that the City Council:
  - 1) Adopt Resolution No. 2016-55, approving the Final Map for Tract 29061; and
  - 2) Approve Subdivision Improvement Agreement and authorize Mayor Lizalde to execute on behalf of the City.

6. **ADJOURNMENT.**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the City Hall display case, the Water Department and the City Clerk's office not less than 24 hours prior to the meeting. Dated this 29<sup>th</sup> day of July 2016.*

By: Junna M. Esobar for Andrew Carter.  
Andrew Carter, City Administrator



4a.



## AGENDA REPORT

### SUBJECT/TITLE:

**EMPLOYMENT AGREEMENT FOR INTERIM CITY ADMINISTRATOR SERVICES WITH J. EDWARD TEWES**

### RECOMMENDATION:

1. REVIEW STAFF REPORT
2. AUTHORIZE MAYOR TO EXECUTE AGREEMENT FOR INTERIM CITY ADMINISTRATOR SERVICES WITH J. EDWARD TEWES

### EXECUTIVE SUMMARY:

The City Council recently met in closed session to evaluate resumes and conduct interviews for the position of Interim City Administrator. The City Council directed Staff to extend an offer of employment to J. Edward Tewes and if possible to have the City Attorney to prepare a contract for Interim City Administrator Services with Mr. Tewes for approval in open session at the earliest possible opportunity. As such, I have prepared the attached employment agreement for consideration and discussion by the Council.

The proposed agreement meets State requirements (Government Code Section 21221) for employment of a PERS retired annuitant and the hourly rate will be \$55.13. The Interim City Administrator is expected to work a schedule of 40 hours per week. Additionally, the term of the agreement will be dependent upon the success of the search for a new permanent City Administrator. However the term is set to end at the earlier of the hiring of a permanent replacement, or October 31.

**FISCAL IMPACT: Ongoing costs of salary for Interim City Administrator services, ultimately provided for in the annual budget process; cost savings in an amount to be determined from restrictions on provision of benefits other than salary under Government Code Section 21221**

### ATTACHMENTS:

1. Draft of employment agreement with J. Edward Tewes

Prepared by: David Fleishman, City Attorney

Meeting Date: August 1, 2016

Agenda Item: \_\_\_\_\_

## **INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of August, 2016, by and between the City of Guadalupe (hereinafter called "City") and J. Edward Tewes (hereinafter called "Employee").

### **RECITALS**

**WHEREAS**, the City desires to temporarily employ the services of Employee as Interim City Administrator of the City of Guadalupe during City's recruitment for a regular City Administrator; and

**WHEREAS**, Employee desires to be temporarily employed as Interim City Administrator during such period.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **SECTION 1. DUTIES**

The City hereby agrees to employ Employee as Interim City Administrator beginning on August 1, 2016 to perform the functions and duties specified for the position of City Administrator as currently in effect or as hereafter may be established by California law, City ordinance, City resolution or other action of the City Council. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed, but City expects Employee to spend a minimum of 40 hours per week engaged in the duties of position, during such hours as the City is open for business to the public or during such times as City Council meetings are held. It is also recognized that Employee may be expected to devote his time outside normal office hours to the business of the City and to that end, he will be allowed to establish an appropriate work schedule.

### **SECTION 2. COMPENSATION**

In accordance with the limitations of Government Code Section 21221, the City agrees to compensate Employee for his services as Interim City Administrator at the rate of fifty-five dollars and thirteen cents (\$55.13) per hour, which is subject to withholding as required by law. The parties agree that the compensation paid to Employee is stated on an hourly basis only to conform with the provisions of Government Code Section 21221(h), and that Employee is intended to be, for all purposes, an "exempt" employee for purposes of the Fair Labor Standards Act. Employee shall therefore not be entitled to overtime payment for hours worked in excess of 40 in a work week. Employee shall complete such time records as may be required by City to substantiate the time worked by Employee. Employee shall be paid at the same intervals that the other management

employees of the City are paid. Pursuant to Government Code Section 21221, Employee shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

City recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and City agrees to reimburse or to pay said general expenses. City shall reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

### **SECTION 3. TERM AND TERMINATION**

Employee acknowledges that he serves at the pleasure of the City Council pursuant to Section 2.04.050 of the Guadalupe Municipal Code, that no cause is necessary to terminate his employment and no specified term of employment is guaranteed or implied. City or Employee may terminate this Agreement without cause at any time upon 15 days' notice to the other. Without limiting the right of either party to terminate this Agreement upon notice, this Agreement shall terminate as of the earlier of (1) the effective date of an employment agreement for a regular City Administrator, or (2) October 31, 2016. Should this Agreement be terminated by City, Employee shall have no right of appeal of such termination, it being the intent of the parties that Employee is an "at-will" employee.

### **SECTION 4. GENERAL PROVISIONS**

A. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

**IN WITNESS WHEREOF**, the above parties have executed this Agreement as of the date first written above. The Agreement shall be deemed ratified on the date it is approved by the City Council in a duly noticed meeting.

**CITY OF GUADALUPE**

**J. Edward Tewes**

**BY: John Lizalde, Mayor**

  
**By: J. Edward Tewes**

**ATTEST:**

**APPROVED AS TO FORM:**

**By: City Clerk**

**By: City Attorney**



## AGENDA REPORT

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**SUBJECT/TITLE:**

**APPROVAL OF FINAL MAP, TRACT 29061, PASADERA PROJECT**

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**RECOMMENDATION:**

- 1. ADOPT RESOLUTION NO. 2016-55 , APPROVING THE FINAL MAP FOR TRACT 29061**
- 2. APPROVE SUBDIVISION IMPROVEMENT AGREEMENT AND AUTHORIZE MAYOR TO EXECUTE ON BEHALF OF THE CITY**

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**EXECUTIVE SUMMARY:**

In 2012, the City entered into a development agreement with RCT 2003, LLC, the developer of the DJ Farms/Pasadera property at the City's southern edge. As part of that development, the developer has taken steps to subdivide the property into smaller parcels for development. One such parcel, Tract 29061, was sold to an affiliated company of the developer, Guadalupe Beach, LLC. The City Council previously approved a tentative map for Tract 29061, which is also commonly referred to as "Lot 5" of the Pasadera project. The developer submitted a final tract map for approval by the City Council that is substantially the same as the approved tentative map. The map further subdivides Lot 5 into 156 individual lots for construction and sale of detached single family dwellings and related improvements. The lots will be created in conformance with the adopted DJ Farms Specific Plan. The final map has met all the conditions, and the map was approved by the City Engineer as being in conformity with the tentative tract map and the conditions of approval.

Under Section 17.28.040 of the City's municipal code:

**B. The City Engineer shall examine the map as to its technical accuracy, conformity with the approved tentative map, and compliance with all applicable laws and regulations. In the event the City Engineer determines that there is a noncompliance, the subdivider shall cause the map to conform, and shall comply with the regulations.**

**C. The City Engineer shall determine that all conditions of approval have been satisfied, and that all required bonds or cash deposits have been received.**

**D. When the City Engineer is satisfied that the map is technically correct, conforms to the approved tentative map and any conditions of approval, and complies with all applicable laws and regulations, the City Engineer will notify in writing the registered engineer or licensed surveyor who prepared the map and request delivery of the original tracings of the final map. Upon receipt of**

Agenda Item: \_\_\_\_\_

**the final map, the City Engineer shall execute his or her certificate on the original tracing of the final map, as provided in Section 11593 of the Business and Professions Code, and will transmit the same to the City Clerk. The City Council shall approve the map at its next regular meeting, if it conforms with all the requirements of applicable laws and regulations made thereunder.**

There are similar provisions under the California Subdivision Map Act. In addition, the Subdivision Map Act and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (establish as a condition precedent to the approval of a final map that a developer must have either: (1) completed, in compliance with City standards, all of the required subdivision improvements; or (2) entered into a secured agreement with City to complete the required improvements within a period of time specified by the City. The developer has previously provided a cash deposit agreement to cover the expenses of the subdivision improvements in lieu of bonding for the improvements, but an actual agreement to impose the requirement of completing the improvements is necessary as well. Therefore, the attached subdivision improvement agreement has been prepared for Council approval.

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**FISCAL IMPACT:** There is no direct fiscal impact to the City anticipated from the approval of the final map, but approval of the map will permit the developer to continue its development of the property in accordance with previously approved plans.

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**ALTERNATIVE OPTIONS:**

- 1. Do not approve final map and provide additional direction to staff – this option is not recommended, as the map has been reviewed by the City Engineer and has been found to be in substantial conformance with the tentative map and the conditions of approval.**

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**ATTACHMENTS:**

- 1. Resolution 2016-55, approving the final map for Tract 29061**
- 2. Tract Map 29061 (Reduced)**
- 3. Staff report from November 25, 2014 approving Master Tentative Tract Map for Tract 29061**
- 4. Subdivision Improvement Agreement for Tract 29061**

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Prepared by: David Fleishman, City Attorney

Meeting Date: 1 August 2016

City Administrator Approval: \_\_\_\_\_

Agenda Item: \_\_\_\_\_



**RESOLUTION NO. 2016-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING THE FINAL MAP FOR TRACT 29061**

**WHEREAS**, Guadalupe Beach, LLC, the Owners/Developers of Tract 29061, have submitted a signed Subdivision Improvement Agreement with the City wherein the Owner/Developers will provide certain public improvements; and

**WHEREAS**, the Owner/Developer has submitted Final Tract Map No. 29061 for City Council approval; and

**WHEREAS**, the Owner/Developer is providing the City with performance security for the Subdivision Improvement Agreement in a form approved by the City Attorney, assuring completion of all required improvements; and

**WHEREAS**, the City Engineer has reviewed the Final Map and finds it to be in substantial compliance with City Standards, the City of Guadalupe Municipal Code, and Tentative Tract Map for Tract 29061;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION 1.** The City Council of the City of Guadalupe hereby approves the Final Map for Tract 29061, and authorizes and directs the City Administrator to sign and the City Clerk to attest, seal and deliver said Map to the office of the Santa Barbara County Recorder.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a special meeting on the 1<sup>st</sup> day of August, 2016 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2016-55, has been duly signed by the Mayor and attested by the City Clerk, all at a special meeting of the City Council, held August 1, 2016, and that same was approved and adopted.

ATTEST:

\_\_\_\_\_  
Joice Earleen Raguz, City Clerk

\_\_\_\_\_  
John Lizalde, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID M. FLEISHMAN, City Attorney

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**TRACT NO. 29.061**

A SUBDIVISION OF LOT 5 OF TRACT 90 860,  
IN THE CITY OF BUENAVISTA, COUNTY OF  
SANTA BARBARA, STATE OF CALIFORNIA, PER MAP FILED IN  
BOOK 206, PAGES 9 THROUGH 15 OF MAPS,  
IN THE OFFICE OF THE COUNTY RECORDER OF  
SAND COUNTY.

**TRUSTEE**

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, TRUSTEE UNDER  
DEED OF TRUST RECORDED FEBRUARY 04, 2015 AS INSTRUMENT NO. 2015-003195  
OF OFFICIAL RECORDS.

NAME PRINTED: \_\_\_\_\_ TITLE: \_\_\_\_\_  
NAME PRINTED: \_\_\_\_\_ TITLE: \_\_\_\_\_

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING  
THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF  
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO  
THE BEST OF HIS/HER KNOWLEDGE AND NOT  
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF  
THAT DOCUMENT.

**NOTARY**

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED \_\_\_\_\_, BEFORE ME,  
ON \_\_\_\_\_, 20\_\_\_\_.

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 WHOSE SIGNATURE(S) IS/ARE IDENTICAL TO THE SIGNATURE(S) OF  
HIS/HER/THEIR AUTHORIZED CAPACITY, AND THAT HE/SHE/IT WAS/WERE IN  
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

SIGNATURE \_\_\_\_\_ NAME PRINTED \_\_\_\_\_  
COMMISSION EXPIRES \_\_\_\_\_ COMMISSION NO. \_\_\_\_\_

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF \_\_\_\_\_

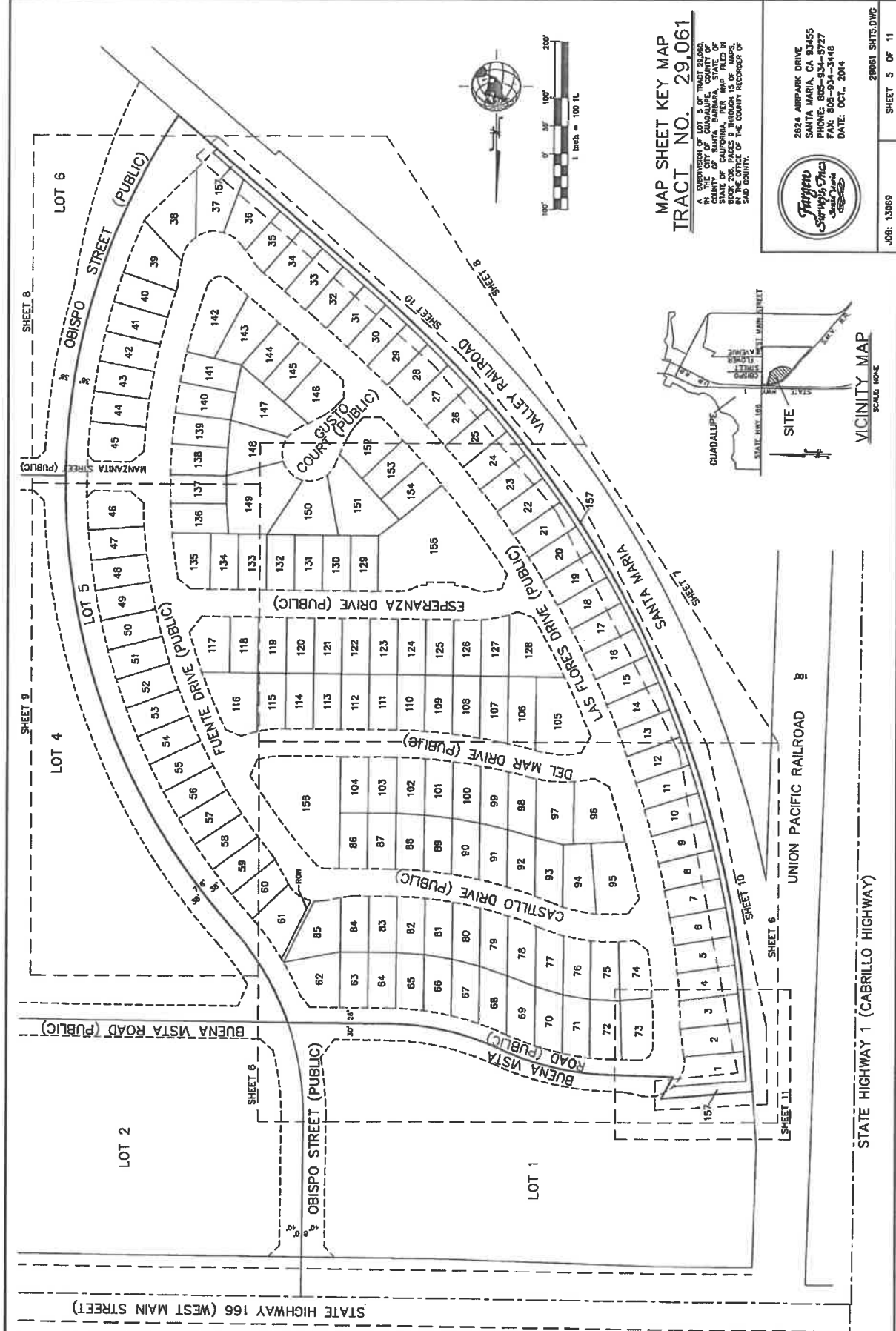


2024 AIRPARK DRIVE  
SANTA MARIA, CA 93455  
PHONE: 805-934-5727  
FAX: 805-934-3448  
DATE: 06.11.2014

JOB: 13068 29061 SHIT1.DWG SHEET 2 OF 11







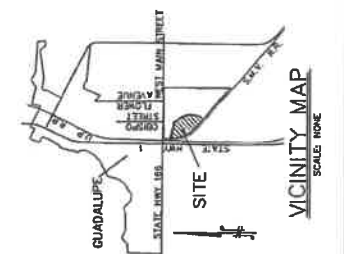
**MAP SHEET KEY MAP  
TRACT NO. 29,061**

A SUBDIVISION OF LOT 3 OF TRACT 29,060, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ON OCTOBER 1, 2014.

**TRAYNED**  
SURVEYING & CIVIL ENGINEERING

2824 AIRPARK DRIVE  
SANTA MARIA, CA 93455  
PHONE: 805-934-5727  
FAX: 805-934-3448  
DATE: OCT., 2014

28061 SHETS.DWG  
JOB: 13069  
SHEET 5 OF 11





**LEGEND (THIS SHEET ONLY)**

- ST 5/8" REBAR WITH PLASTIC CAP WITH L.S. 4597 AT ALL INTERIOR LOT CORNERS.
- CONCRETE CURB WITH L.S. 4597 PROTRUDING 3/4" INTO LOT ADJOINING LOT BOUNDARY AT ALL REAR LOT CORNERS ADJOINING TRADY BOUNDARY.
- CONCRETE CURB WITH L.S. 4597 PROTRUDING 3/4" INTO LOT ADJOINING LOT BOUNDARY AT ALL FRONT LOT CORNERS ADJOINING TRADY BOUNDARY.
- 4.25" WIDE PUBLIC STREET RIGHT OF WAY.
- STANDARD CITY MONUMENT WELL STAMPED L.S. 4597 IN BRASS OR STEEL.
- AREA IN SQUARE FEET.
- DO NOTES RECORD DATA PER MAPS 208-9 THROUGH 15 2008.
- DO NOTES PUBLIC UTILITY EASEMENT, CABLE TV, TELEPHONE, TREE PLANTING AND MAINTENANCE EASEMENT FOR THIS MAP.
- DO NOTES WATER, SEWER AND GAS EASEMENTS, THE PROJECTION OF LOT BOUNDARIES AND CROSS AREAS SHOWN.
- DO NOTES EASEMENT ACCESS FOR THIS MAP.

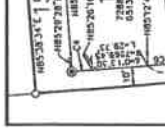
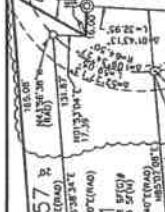
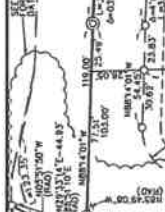
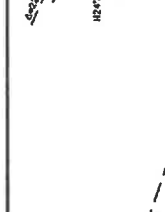
**CURVE TABLE**

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C6	10.81	11.899
C7	11.12	10.826
C8	11.45	10.826
C9	11.78	10.826
C10	12.11	10.826
C11	12.44	10.826
C12	12.77	10.826
C13	13.10	10.826
C14	13.43	10.826
C15	13.76	10.826
C16	14.09	10.826
C17	14.42	10.826
C18	14.75	10.826
C19	15.08	10.826
C20	15.41	10.826
C21	15.74	10.826
C22	16.07	10.826
C23	16.40	10.826
C24	16.73	10.826
C25	17.06	10.826
C26	17.39	10.826
C27	17.72	10.826
C28	18.05	10.826
C29	18.38	10.826
C30	18.71	10.826
C31	19.04	10.826
C32	19.37	10.826
C33	19.70	10.826

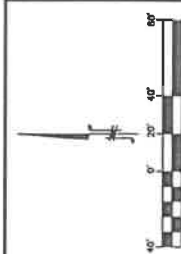
**TRACT NO. 29,061**

A SUBDIVISION OF LOT 8 OF TRACT 29,060 IN THE CITY OF CHANDLER, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 208, PAGES 9 THROUGH 15 OF SAID COUNTY RECORDS OF SAID COUNTY.

29081 SHRS.DWG  
JOB: 13069  
SHEET 6 OF 11



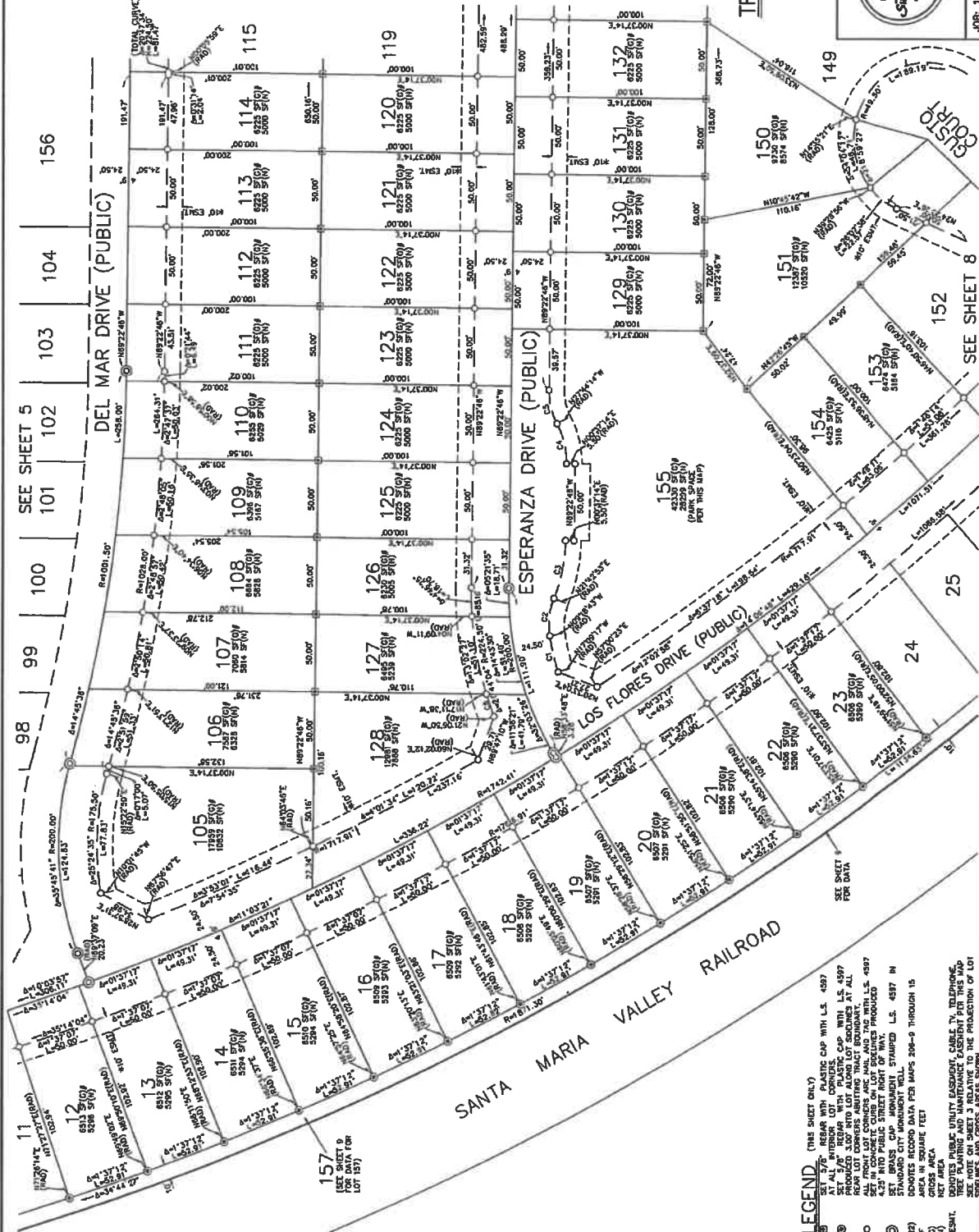




**CURVE TABLE**

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159	18.50	79.04
160	18.50	79.04
161	18.50	79.04
162	18.50	79.04
163	18.50	79.04
164	18.50	79.04
165	18.50	79.04
166	18.50	79.04
167	18.50	79.04
168	18.50	79.04
169	18.50	79.04
170	18.50	79.04
171	18.50	79.04
172	18.50	79.04
173	18.50	79.04
174	18.50	79.04
175	18.50	79.04
176	18.50	79.04
177	18.50	79.04
178	18.50	79.04
179	18.50	79.04
180	18.50	79.04
181	18.50	79.04
182	18.50	79.04
183	18.50	79.04
184	18.50	79.04
185	18.50	79.04
186	18.50	79.04
187	18.50	79.04
188	18.50	79.04
189	18.50	79.04
190	18.50	79.04
191	18.50	79.04
192	18.50	79.04
193	18.50	79.04
194	18.50	79.04
195	18.50	79.04
196	18.50	79.04
197	18.50	79.04
198	18.50	79.04
199	18.50	79.04
200	18.50	79.04

SFF SHEET 9



**TRACT NO. 29.061**

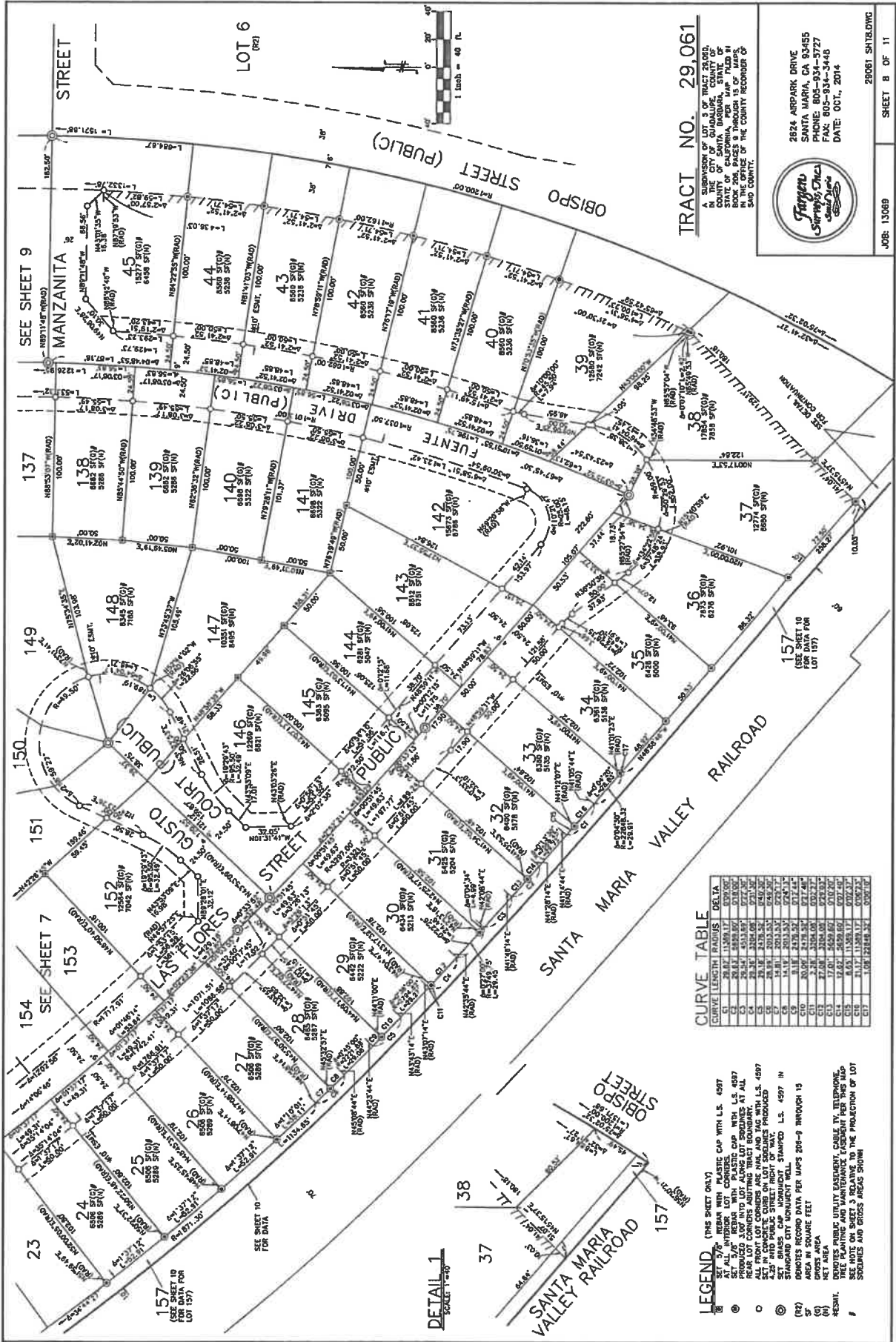
A SUBDIVISION OF LOT 5 OF TRACT 29.060  
 IN THE CITY OF CALAHELE, COUNTY OF  
 SANTA BARBARA, STATE OF CALIFORNIA,  
 BOOK 206, PAGES 9 THROUGH 15 OF MAPS,  
 OF THE COUNTY RECORDER OF  
 SAID COUNTY.



2824 AIRPARK DRIVE  
 SANTA BARBARA, CA 93145  
 PHONE: 805-933-5277  
 FAX: 805-933-3448  
 DATE: OCT. 2014

JOB: 13069  
 SHEET 7 OF 11  
 29061 SH17.DWG

- LEGEND** (THIS SHEET ONLY)
- (S) SHOWN WITH PLASTIC CAP WITH L.S. 4387
  - (C) AT ALL INTERIOR LOT CORNERS.
  - (R) RECORD AND INTO ALABAMA CAP WITH L.S. 4387
  - (A) REAR LOT CORNERS ABUTTING TRACT BOUNDARY.
  - (O) 4.25" RING PUBLIC STREET RIGHT OF WAY.
  - (S) STANDARD CITY MONUMENT WELL STAMPED L.S. 4387 IN
  - (RE) DONOR RECORD DATA FOR MAPS 208-9 THROUGH 15
  - (S) AREA IN SQUARE FEET
  - (U) USES AREA
  - (S) SFF SHEET
  - (R) INDICATES PUBLIC UTILITY EASEMENT, CABLE TV, TELEPHONE,
  - (M) TREE PLANTING AND MAINTENANCE EASEMENT FOR THIS MAP
  - (S) DISTANCES AND CROSS AREAS (SQUARE)



TRACT NO. 29,061

A THE CITY OF CHULA VISTA, CALIFORNIA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HAS CAUSED THIS MAP TO BE MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 13 OF THE PUBLIC UTILITIES CODE, AND THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



2624 AIRPARK DRIVE  
 SANTA MARIA, CA 93455  
 PHONE: 805-934-5727  
 FAX: 805-934-3448  
 DATE: OCT., 2014

JOB: 13069 SHEET 8 OF 11  
 29061 SITE/DWG

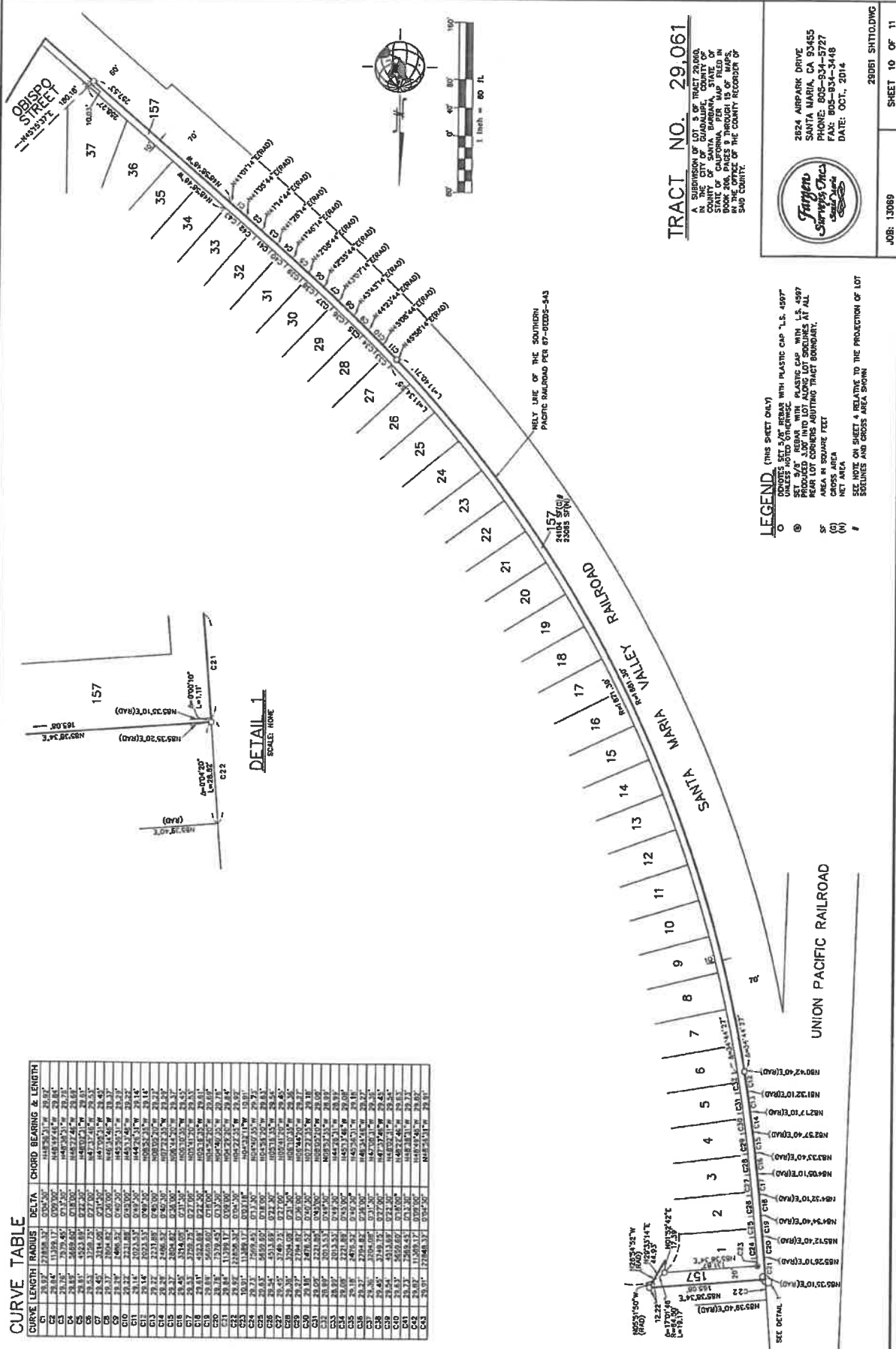
CURVE TABLE

CURVE LENGTH	DELTA
C1	113.00
C2	113.00
C3	113.00
C4	113.00
C5	113.00
C6	113.00
C7	113.00
C8	113.00
C9	113.00
C10	113.00
C11	113.00
C12	113.00
C13	113.00
C14	113.00
C15	113.00
C16	113.00
C17	113.00

- LEGEND:** (THIS SHEET ONLY)
- ⊕ SET 5/8" REBAR WITH PLASTIC CAP WITH L.S. 4597
  - ⊙ SET 3/8" REBAR WITH PLASTIC CAP WITH L.S. 4597
  - PRODUCED ASOP INTO LOT ALONG LOT BOUNDARIES AT ALL
  - ALL FRONT LOT CORNERS ARE NAIL AND TAG WITH L.S. 4597
  - ALL INTERIOR CORNERS ON LOT BOUNDARIES PRODUCED
  - SET 1/2" METAL CORNER ON LOT BOUNDARIES PRODUCED
  - SET SHASS CAP, NONLUMINOUS STAMPED L.S. 4597 IN STANDARD CITY MOUNTAIN HELL
  - (2) SET METAL CORNER DATA PER MAPS 206-9 THROUGH 15
  - ⊕ AREA SQUARE FEET
  - ⊕ NET AREA
  - ⊕ RESHI.
- SEE NOTE ON SHEET 3 RELATIVE TO THE PROJECTION OF LOT BOUNDARIES AND CROSS AREAS SHOWN

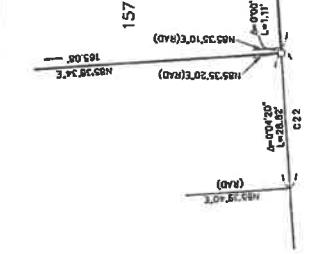
DETAIL 1  
 SCALE: 1" = 40'





**CURVE TABLE**

CHORD LENGTH	RADIUS	DELTA	CHORD BEARING & LENGTH
C1	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C2	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C3	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C4	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C5	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C6	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C7	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C8	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C9	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C10	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C11	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C12	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C13	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C14	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C15	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C16	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C17	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C18	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C19	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C20	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C21	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C22	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C23	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C24	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C25	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C26	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C27	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C28	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C29	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C30	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C31	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C32	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C33	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C34	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C35	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C36	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C37	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C38	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C39	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C40	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C41	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C42	20.00'	72.00°	N85°25'10"E (RAD) 20.00'
C43	20.00'	72.00°	N85°25'10"E (RAD) 20.00'



**TRACT NO. 29,061**

A REVISION OF THE SOUTHERN PACIFIC RAILROAD PER 87-00252-543

IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

BOOK 296 PAGES 8 THROUGH 19 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAO COUNTY.

**LEGEND (THIS SHEET ONLY)**

- UNDESIGNED ROAD OR DRIVE WITH PLASTIC CAP "L.S. 4597"
- ⊙ SET 3/4" REBAR WITH PLASTIC CAP WITH L.S. 4597 REBAR TO BE PLACED IN ALL AREAS IN SQUARE FEET
- ⊙ REBAR TO BE PLACED IN ALL AREAS IN SQUARE FEET
- ⊙ CROSS AREA
- ⊙ NET AREA

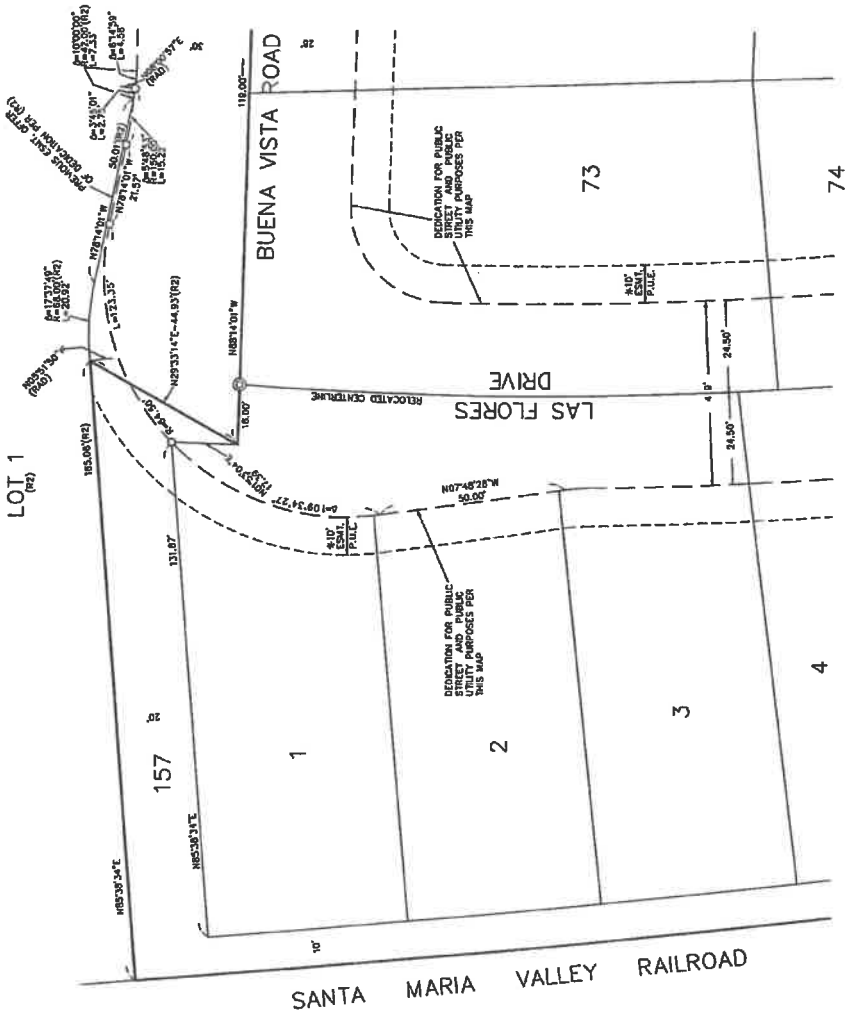
SEE NOTE ON SHEET # RELATIVE TO THE PROJECTION OF LOT BOUNDARIES AND CROSS AREA SHOWN

**UNION PACIFIC RAILROAD**

**SANTA MARIA VALLEY RAILROAD**

**LEGEND (THIS SHEET ONLY)**

- SET 376 REBAR WITH PLASTIC CAP WITH L.S. 4597
- ⊙ SET BRACE CAP MONUMENT, STAMPED L.S. 4597 IN
- (R) DENOTES RECORD DATA PER MAPS 208-9
- (R) DENOTES PUBLIC UTILITY EASEMENT, CABLE TV, TELEPHONE,
- RESHI. TREE PLANTING AND MAINTENANCE EASEMENT PER THIS MAP.



**TRACT NO. 29,061**

A SUBDIVISION OF LOT 9 OF TRACT 28,980, IN THE CITY OF QUADALUPA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 100, PAGES 8 THROUGH 13 OF MAPS, AND THE COUNTY RECORDER OF SAJO COUNTY.





2824 AIRPARK DRIVE  
 SANTA MARIA, CA 93455  
 PHONE: 805-934-5727  
 FAX: 805-934-3448  
 DATE: OCT., 2014

—

7a.

**REPORT TO THE CITY COUNCIL**  
**November 25, 2014**

  
\_\_\_\_\_  
**Prepared by:**  
**Jasch Janowicz, City Planner**

  
\_\_\_\_\_  
**Approved by:**  
**Andrew Carter, City Administrator**

**SUBJECT:** Public Hearing to Consider Subdivision of Lot 5 of the DJ Farms Master Tentative Tract Map (Vesting Tentative Tract Map No. 29061)

**EXECUTIVE SUMMARY:**

The City received Planning Application 2013-012-TTM to further subdivide Lot 5 of the previously approved Master Tentative Tract Map on July 10, 2013. The proposed Vesting Tentative Tract Map No. 29061 would create 156 lots for construction of detached single-family dwellings and related improvements within a 27.76-acre project area. The lots would be created in conformance with the adopted DJ Farms Specific Plan (adopted via Resolution No. 2012-029), Development Agreement No. 2012-001 and the certified Environmental Impact Report.

**RECOMMENDATION:**

- 1) Receive a presentation from staff;
- 2) Conduct a public hearing on the proposed Vesting Tentative Tract Map 2906; and
- 3) Approve CC Resolution 2014-67 approving Vesting Tentative Tract Map No. 29061 (Planning Application #2013-012-TTM) subject to the attached findings and conditions of approval.

**BACKGROUND:**

**DJ Farms Specific Plan & CEQA Review**

The City of Guadalupe approved the 209-acre DJ Farms Specific Plan in November 2012. The approved Specific Plan facilitates the development of up to 802 residential dwellings and 250,000 square feet of commercial uses. In addition, the Specific Plan creates 12.5 acres for a school site, and 15.9 acres for parks and recreation. The main access to the Specific Plan Area would be from Obispo Street and Flower Avenue, with internal neighborhood

circulation provided by a network of secondary arterials, residential collector streets, local residential streets, and local minor residential streets.

In 2006, an EIR was prepared which addressed the potential impacts of the Specific Plan and subsequent development consistent with the Specific Plan. An addendum to the Final EIR was prepared in September 2012, which addressed the minor changes made to the Specific Plan. The addendum was prepared in accordance with relevant provisions of CEQA and Section 15164(b) of CEQA Guidelines. The Final EIR and Addendum to the EIR were certified by the City Council on November 13, 2012 (via Resolution No. 2012-27).

### **Master Vesting Tentative Tract Map 29060**

In March 2013, the City of Guadalupe received an application for a Master Vesting Tentative Tract Map (2013-012-TTM) for the northern portion of the DJ Farms Specific Plan Area (APN 11-080-024), subdividing it into ten lots, ranging from 1.61 acres to 38.24 acres. On April 8, 2014 the City approved the Master Vesting Tentative Tract Map 29060.

### **Vesting Tentative Tract Map No. 29061 (Lot 5)**

On July 10, 2013, the City of Guadalupe received an application to further subdivide Lot 5 of Vesting Master Tentative Tract Map 29060. Lot 5 is the second largest of the ten lots created by VTTM 29060; the underlying permitted land use for the project area is single-family residential. City Staff reviewed the application materials and provided comments on the TTM application in a letter dated August 9, 2013. The applicant re-submitted a revised tract map to the City of Guadalupe on February 18, 2014 and the City's Development Review Committee reviewed the application materials on April 17, 2014. The City determined the application was complete on May 1, 2014. Final versions of the development plans were submitted to the City in October 2014.

### **DISCUSSION:**

The primary purpose of Vesting Tentative Tract Map No. 29061 (VTTM) is to subdivide the 27.76 acres into 156 lots (154 residential lots and 2 park lots) construct the related infrastructure improvements in conformance with the approved DJ Farms Specific Plan. The proposed project would commence the first of multiple development phases within the DJ Farms Specific Plan area. An analysis of consistency with the approved Specific Plan is provided below.

#### **Land Use**

The DJ Farms Specific Plan established land use and zoning designations for all areas of future development. The project area is designated as Medium Density Residential, with an overall density not to exceed 8 units per acre. The corresponding zoning designation is R-1-5,000-SP, which allows for the construction of detached single-family residential dwellings on lots with a minimum size of 5,000 square feet. All of the residential lots included within VTTM 29061 are at least 5,000 square feet in size. The lots also meet the 50 foot minimum



lot width requirement. The configuration of lot areas shown on the proposed VTTM match up with the land use designations shown in the Specific Plan and thus the proposed VTTM is in substantial conformance with the approved Specific Plan.

### **Circulation**

External vehicle access to VTTM 29061 would be provided by Main Street/Highway 166, via Obispo Street. Internal vehicle access throughout the subdivision would be provided by a network of residential streets. The roadway locations, roadway types, and roadway cross sections proposed are generally consistent with the DJ Farms Specific Plan. However, minor design exceptions are proposed to seven of the residential local streets.

Seven of the interior residential streets are proposed in a slightly different configuration when compared to the Specific Plan's roadway cross-sections. For example, Fuente Drive, Las Flores Drive, Buena Vista Road, Castillo Drive, Del Mar Drive, Esperanza Drive, and Gusto Court are designed within 49 ft. ROW, a 12-ft. vehicle travel lane in each direction, an 8-ft. parallel parking area on each side, and a 4.5 ft. sidewalk on each side, compared to the Specific Plan roadway design that included-s 45 ft. ROW, with an 18-ft. vehicle travel lane in each direction and a 4.5 ft. sidewalk on each side. Although the proposed VTTM cross-section differs slightly when compared to the Specific Plan cross-section, Staff believes the addition of the parallel parking area would be beneficial to the future residents. The proposed VTTM roadway designs are consistent with the original Specific Plan roadway cross-sections.

As part of the City's Design Review process, the applicant consulted with the City's local transit operator (SMOOTH, Inc.) to ensure that the roadways provided sufficient bus turnout areas. The proposed bus turn-out areas were reviewed and approved by the City Engineer. The applicant also prepared a transit circulation plan, which was reviewed and approved by the City Engineer and endorsed by SMOOTH, Inc..

### *Emergency Access*

Primary vehicle access into the subdivision would be provided by Obispo Street at its connection with Highway 166. Future development of the Specific Plan area would ultimately include the construction of a second vehicle connection to Highway 166 via Flower Avenue. However, this connection was not initially part of the proposed project. As part of the City's Design Review Process, the City's Public Safety Director required that a secondary vehicle access route be provided for emergency access from Highway 166 until the Flower Street connection is constructed. In response to this requirement, the applicant has proposed a 20-foot temporary emergency access road, which would extend east and north from the Obispo Street/Buena Vista Road intersection to the future location of the Flower Street/Highway 166 intersection. This interim secondary access would be available for emergency vehicles only and would be gated and equipped with a Fire Department "Knox Box" entry system. The primary and secondary means of access into the project site have been reviewed and approved by the City Engineer.

### *Roadway and Intersection Improvements*

Improvements are proposed at the intersection of Obispo Street and Highway 166. The improvements would include a sidewalks, signage, and cross walks. The intersection improvements would facilitate safe vehicle and pedestrian access across Highway 166 and into the project area. These improvements are a part of the “Safe Routes to School Plan” discussed below.

Additionally, landscaping improvements would be provided along the entire Obispo Street frontage from the intersection at Highway 166 until its terminus just north of the Santa Maria Railroad right-of-way. The landscape improvements consist of water conserving parkway landscaping along both sides of Obispo Street. The landscaping will be located in a filtration swale (bio-swale) which will help ensure compliance with storm water quality objectives.

### *Safe Routes to School*

The Certified Final EIR required the preparation of a “Safe Routes to School Plan” to ensure that students can safely walk from the project area to and from Kermit McKenzie Middle School. Students attending Mary Buren Elementary School would be transported by bus. The “Safe Routes to School Plan” was prepared by the City and it identifies the two routes, and specifies the use of crossing guards, flashing beacon lights, guard rails and signage to ensure pedestrian safety at crossing locations. To access Kermit McKenzie Middle School, students would cross Highway 166 at the Obispo Street intersection, which would connect to the existing sidewalk on the north side of Highway 166; students would then cross back to the south side of Highway 166 at Pioneer Street, and then would access the Kermit McKenzie school property.

Although school bus transportation would be provided for Mary Buren Elementary School students living in the DJ Farms development, pedestrian access to Mary Buren Elementary School would be provided by crossing Highway 166 in the same manner as Kermit McKenzie students, at the intersection of Highway 166 and Obispo Street. Students would then continuing north along the Obispo Street sidewalk to Mary Buren Elementary School. The “Safe Routes to School Plan” complies with EIR Mitigation Measure No. 3.11-2b and the plan has been reviewed and approved by the Kermit McKenzie Middle School representative (Mr. Ed Cora).

## **Public Facilities & Site Improvements**

### *Drainage Improvements*

The State Water Resources Control Board (SWRCB) and the Central Coast Regional Water Quality Control Board (CCRWQCB) require that development projects lessen the water quality impacts of development by using smart growth practices and minimizing the adverse impacts from storm water runoff—such as pollutant loadings from impervious surfaces. Low Impact Development (LID) techniques have been incorporated in the VTTM to increase

infiltration of storm water in developed areas and conserve and protect natural hydrology. A regional detention basin would be installed as part of the VTTM that would serve the entire DJ Farms tract development. This detention basin is located on the east side of Obispo Street at its intersection with Manzanita Road. Additionally, the applicant is proposing a landscaping filtration swale (bio-swale) along Obispo Street, and additional detention basins in the two park areas within the development. These improvements were reviewed by the City Engineer and were determined to meet the meet all applicable NPDES, and/or MS-4 requirements. The County of Santa Barbara Flood Control District is also in the final stages of plan check for the proposed regional drainage improvement plans.

### *Waste Water Infrastructure*

No wastewater or water service currently exists in the proposed subdivision area. On and off-site waste water infrastructure is proposed as part of the proposed VTTM, including a lift station, wastewater collection system, storm drainage system, and a recycled water pipeline. Prior to the development of residential dwellings, a new 12-inch waste water pipeline would be constructed within Highway 166 connecting to the City's waste water treatment facility. Waste water would be collected and conveyed within the subdivision via a combination of 6-inch and 8-inch gravity lines, and 6-inch and 4-inch "force main" lines. The force main lines would be connected to the sewer lift station located on the east side of Obispo Street at its intersection with Manzanita Drive. The 6-inch and 4-inch "force main" waste water collection pipelines would convey waste water flows north to the 12-inch off-site waste water line. The project would also install a non-potable water line for future use of reclaimed water for landscaping irrigation. The waste water improvements were reviewed by the City Engineer and the City's waste water consultant, Michael K. Nunley and Associates. The improvements were determined to be consistent with the Specific Plan, the EIR Mitigation Measures and would sufficiently to serve the proposed development.

### *Water Services*

The DJ Farms Lot 5 TTM development would connect to the City's existing water service infrastructure via new 12-inch distribution lines, an 8-inch well line, and 6-inch interior lines. Two 12-inch lines would be constructed within Obispo Street, with one line connecting to the proposed water well site (located in the northwest corner of the TTM) and the other connecting to the City's existing water storage tank located along Obispo Street. The applicant has also completed preliminary designs for the construction of two additional 350,000 gallon water tanks and a pump station to supplement the City's existing infrastructure for both the proposed development, as well as existing and future City water uses. The applicant has also agreed to construct one water tank as part of the proposed project. The proposed water infrastructure was reviewed by the City Engineer and the City's water consultant, Michael K. Nunley and Associates. The proposed water improvements were determined to be in conformance with the City's Water Master Plan and would be sufficient to serve the project. The improvements were also determined to be consistent with the Specific Plan, and the EIR Mitigation Measures.

### **Development Agreement Consistency**

In 2012, the City entered into a development agreement with RCT 2003, LLC, the developer of the DJ Farms property. The development agreement provided for, among other things, various public improvements such as a water tank on the project site and financial contributions towards improvements to Guadalupe City Hall. Under the existing development agreement, the water tank to serve the project site was not required to be built until a later phase of the project's construction. After preparation of the City's Water Master Plan, staff determined that it would be necessary to accelerate the timing for the construction of the water storage tank to ensure adequate fire protection flows for the project as development progressed.

Therefore, an amendment to the Development Agreement is proposed. The amendment would reduce the amount the developer is obligated to pay for the City Hall improvements from \$2,500,000 to \$2,250,000, and in exchange, the developer will, at the developer's cost, construct the first of two water storage tanks at the City's property on Obispo Street in time to serve the initial development for the project. The second tank would be constructed at a later time, as specified in the Development Agreement. The tanks will be connected to the City's existing water infrastructure to ensure adequate fire protection flows for the project site. With the proposed amendment described above, the project would be consistent with the Development Agreement.

### **CEQA Compliance & Mitigation Monitoring and Reporting Program**

A Final Environmental Impact Report (FEIR) and Addendum to the Final EIR was prepared for the Revised DJ Farms Specific Plan and certified by the City of Guadalupe in November 2012. The Certified Final EIR and Addendum to the Final EIR addressed the physical impacts on the environment resulting from the development plans outlined in the adopted DJ Farms Specific Plan and the subsequent approval of utility plans, final improvement plans, grading and building permits, and/or all related subsequent actions. The proposed VTTM would implement the Specific Plan and it would not alter the basic physical parameters of the project previously analyzed in the Certified Final EIR and the Addendum to the Final EIR. Therefore, the proposed VTTM does not require any additional analysis to comply with the California Environmental Quality Act.

Staff has also reviewed the Mitigation Monitoring and Reporting Program (MMRP) of the EIR. Mitigation measures that are applicable to the proposed TTM have been incorporated as Conditions of Approval (Exhibit A, of Attachment 1). Staff will continue to review the MMRP to ensure that all mitigation measures are incorporated and considered during future project development phases. The proposed TTM is in compliance with CEQA and the MMRP.

### **City Council Consideration**

The VTTM approval process is set forth in Title 17 of the City's Municipal code. In considering a Tentative Tract Map in accordance with Municipal Code Section 17.020.060,

the City Council may approve, conditionally approve, or disapprove the tentative map. Staff is recommending approval of Vesting Tentative Tract Map No. 29061 with conditions.

This is a public hearing item. Notices of the TTM approval request and City Council public hearing were published in the Santa Maria Times and mailed to all property owners within a 300 foot radius of the project site as required by the City's Zoning Code.

**ATTACHMENTS:**

1. City Council Resolution No. 2014-67  
Exhibit (A) – Conditions of Approval
2. Vesting Tentative Tract Map Plans
3. Landscaping Plans
4. Safe Routes to School Plan

**ATTACHMENT 1**

**City Council Resolution No. 2014-67**

**CITY COUNCIL RESOLUTION NO. 2014-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE  
CONDITIONALLY APPROVING VESTING TENTATIVE TRACT MAP NO. 29061  
(CASE NO. 2013-012-TTM)**

The Guadalupe City Council, at its regular meeting on November 25, 2014 adopted the following resolution pursuant to the Subdivision Map Act of the Government Code of the State of California and the Municipal Code of the City of Guadalupe.

**WHEREAS**, the Planning Application #2013-012-TTM was filed by RCT 2003, LLC (the "Applicant") on July 10, 2013, for the subdivision of approximately 27.76 acres of land located within the DJ Farms Specific Plan Area; and

**WHEREAS**, the City Council held a duly-noticed public hearing on November 25, 2014, with notices of said hearing made at the time and in the manner required by law; and

**WHEREAS**, on November 25, 2014, the Guadalupe City Council held a duly noticed public hearing to consider Vesting Tentative Tract Map No. 29061 and invited testimony on the proposed project and concluded that Vesting Tentative Tract Map No. 29061 is consistent with the City of Guadalupe General Plan, the DJ Farms Specific Plan, the DJ Farms Master Vesting Tentative Tract Map, and the Development Agreement.

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

The City Council does hereby find and determine as follows:

- Section 1. None of the findings for denying Vesting Tentative Tract Map No. 29061, set forth in Guadalupe Municipal Code Section 17.20.060(B), can be made based upon the evidence set forth in the administrative record pertaining to this application as provided before or at the Council hearing on this matter, whether verbal or documentary.
- Section 2. Vesting Tentative Tract Map No. 29061 is approved, subject to the Conditions of Approval set forth in Exhibit A of this Resolution.
- Section 3. The Final Environmental Impact Report and the Addendum to the Final Environmental Impact Report adequately evaluated the potential environmental impacts of the project and meets all of the requirements of the California Environmental Quality Act;
- Section 4. The City Council Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of November, 2014 on motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

CITY OF GUADALUPE

BY: \_\_\_\_\_  
Frances A. Romero, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**EXHIBIT A**  
**CONDITIONS OF APPROVAL**  
**VESTING TENTATIVE TRACT MAP NO. 29061**  
**(CASE NO. 2013-012-TTM)**

GENERAL CONDITIONS

1. Subject to the conditions set forth below, this permit authorizes the improvements and uses requested by Case No. 2013-012-TTM and shown in the project plans on file with the City of Guadalupe. Any deviations from the project description in the staff report, exhibits or conditions must be reviewed and approved by the City of Guadalupe for conformity with this approval. Deviations may require changes to the permit to be approved and/or further environmental review. Deviations without the above-described approval will constitute a violation of the permit approval.
2. All subdivision design and improvements shall be provided consistent with the approved and adopted Specific Plan for the DJ Farms project as adopted and approved by the City Council by Resolution No. 2012-029.
3. Phasing of tentative maps shall conform to the phasing described in the approved Specific Plan. The improvement plans for each phase shall clearly indicate any interim and permanent on and offsite improvements required by the Development Agreement, Specific Plan, and Tentative Tract Map.
4. The developer shall be responsible for all actions of his/her contractors and subcontractors until such time as the improvements have been accepted by the City.
5. Approval of this Vesting Tentative Tract Map is not valid until the property owner or authorized agent signs this list of conditions agreeing to the terms and Conditions of Approval.
6. All requirements and permits of any other law or agency of the State of California and any other governmental entity, applicable to this development, shall be met.
7. The Applicant agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Applicant's expense, City and City's agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this permit or to determine the reasonableness, legality or validity of any condition attach hereto. City shall promptly notify Applicant of any such claim, action or proceeding to which City receives notice, and City will cooperate fully with Applicant in the defense thereof. Applicant shall reimburse the City for any court costs and attorney's fees that the City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Applicant of the obligation of this condition.

Applicant's acceptance of this permit approval or commencement of construction or operations under the approval shall be deemed to be acceptance of all conditions of approval.

#### CITY ENGINEER CONDITIONS

8. All of the following conditions shall be completed to the satisfaction of the City Engineer prior to recordation of the final tract map, unless otherwise stated herein or as agreed by the City Engineer.
9. All engineering submittals prepared by applicant's engineer shall be signed and sealed by a California licensed civil engineer.
10. Consistency with the Specific Plan, Development Agreement and Environmental document is mandatory for approval.
11. The developer shall enter into a subdivision agreement with the City, subject to the City's approval. If approved by the City, bonds or other forms of securities may be submitted as a guarantee for the construction of infrastructure improvements prior to the approval and recordation of the final tract map.
12. The final tract map shall be submitted to the Santa Barbara County surveyor for map checking and approval. The City is under contract for these services.
13. Public infrastructure improvements shall be designed and constructed in accordance with the City of Santa Maria standards, approved by the City Engineer prior to recordation of the final tract map.
14. The sewer lift station final design must be approved by the City Engineer prior to recordation of the final tract map, and must include connection to the City SCADA system.
15. The offsite sewer (minimum 12 inch diameter) preliminary design report shall be submitted, reviewed and approved by the City Engineer prior to final design of the lift station. The final design must be approved by the City Engineer prior to recordation of the final tract map.
16. Developer must show a signed agreement with City approved engineering firm for the design of an offsite water supply lines, booster station, and storage tank(s) at the Obispo well site prior to recordation of the final tract map. Developer shall construct such improvements in accordance with the Development Agreement, and such improvements shall be approved by the City Engineer prior to issuance of any certificates of occupancy.
17. Post-development storm water management shall be addressed and shall be consistent with the State and County requirements.

18. The grading and drainage plans shall be submitted to the Santa Barbara County Flood Control District for plan checking and approval. Approval of grading and drainage plans shall be received from the Santa Barbara County Flood Control District prior to recordation of the final tract map.
19. The developer shall cooperate with the City in the formation of a Landscape and Lighting District (LLD) to pay for the operation and maintenance of public landscaping, lighting and the drainage basins within the DJ Farms boundary.
20. The Stormwater Prevention Plan shall be reviewed and approved by the City Planner prior to submittal to the City Engineer.
21. The project shall comply with all Municipal Separate Storm Sewer System (MS4) requirements. Low impact development, best management practices and similar regulations and guidelines shall be met. The design shall be in compliance with The Santa Barbara County Post Construction Requirements, Stormwater Technical Guide, and all future updates.
22. In accordance with the Development Agreement, "Within 60 days after the final map of any portion of the Project proposed for home construction has recorded, DEVELOPER shall begin in the pre-construction process and thereafter diligently prosecute to completion the drilling, construction, completion and putting in operable condition, the first of two wells...". Accordingly, the developer shall provide a plan for complying with this provision of the Agreement. As a minimum, the project tasks and schedule shall be included in this plan. This plan must be signed and sealed by the developer's licensed civil engineer and be approved by the City Engineer prior to final map recordation.
23. A temporary emergency access road shall be constructed easterly from Obispo Street then north to the intersection with Highway 166/West Main Street as shown on the approved Grading Plan. This road shall only be open to the public in the event of an emergency. Prior to opening up this road for full time public use, full street improvements shall be constructed, including underground utilities.
24. Not later than the issuance of a certificate of occupancy for the 100<sup>th</sup> residence on Lot 5, a traffic signal/stop sign warrant study for the intersection of SR 166 and Obispo Street shall be submitted to the City Planner, City Engineer and Caltrans for review and approval.
25. Prior to approval of the final map, public park designs shall be submitted to the City Engineer for review and approval.
26. All public improvements along State Route 166 shall be designed and constructed to the satisfaction of Caltrans. A Caltrans encroachment permit or verification of

Caltrans compliance, satisfactory to the City Engineer shall be obtained prior to Certificate of Occupancy for any residence on Lot 5.

#### PLANNING DEPARTMENT CONDITIONS

27. Prior to Final Map approval, the Applicant shall prepare and submit a detailed exterior lighting plan that indicates the location and type of lighting that will be used in accordance with the applicable City of Santa Maria Standards for Materials and the Installation of Streetlights and Alley Lights. The exterior lighting shall demonstrate a non-intrusive quality while still providing an adequate amount of light. All external lighting shall be indicated on project improvement plans as they are submitted for future site development.
28. Prior to grading permit issuance, the Applicant shall prepare a dust control plan to control particulate matter (PM10) during grading and site preparation activities at the project site. The dust control measures shall be shown on all grading and building plans for the proposed project and shall be included on a separate informational sheet to be recorded with each subsequent tentative map. Dust control measures shall include, but not be limited to the following:
- Water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the project site during grading and construction activities at the project site. At a minimum this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the wind speeds exceed 15 miles per hour (mph). Reclaimed water shall be used whenever possible.
  - Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 mph or less.
  - Install gravel pads at all access points to prevent tracking of mud on to public roads in the vicinity of the project site (e.g. State Route 166).
  - All soil stockpiles at the project site shall be covered, kept moist, or treated with soil binders to prevent dust generation. A secured tarp shall be placed on all trucks transporting fill material to and from the project site from the point of origin.
  - After grading and earth moving is completed, either treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
  - The contractor shall designate a qualified site monitor to monitor the dust control program and to order increased watering, as necessary to prevent transport of dust off-site. The monitor shall include holiday and weekend periods when work may not be in progress. The name and telephone number of the site monitor shall be provided to the SBCAPCD prior to land use clearance map recordation and land use clearance for finish grading.
29. During construction, the Applicant shall adhere to the following measures at the

project site to reduce the operation of construction equipment within the Specific Plan area. These equipment control measures shall be noted on the preliminary and final grading plans and construction plans for the proposed project.

- Heavy-duty diesel-powered construction equipment manufactured after 1996 should be utilized whenever feasible.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment utilized at the project site operating simultaneously shall be minimized through efficient management practices to ensure that the smallest number of equipment is operating at the project site at any one time.
- Construction equipment shall be maintained in tune per the manufacturer's specifications.
- Construction equipment operating at the project site shall be equipped with two to four degree engine timing retard or pre-combustion chamber engines, if available.
- Catalytic converters shall be installed on gasoline powered equipment, if feasible.
- Diesel catalytic converters, diesel oxidation catalysts and diesel particulate filters certified and/or verified by EPA or the State of California shall be installed, if available.
- Diesel powered equipment shall be replaced by electric equipment wherever feasible.
- Construction worker trips to the project site shall be minimized by encouraging carpooling and by making available food for purchase during the lunch breaks at the project site.

30. To maintain consistency with the measures listed under the Programmatic Biological Opinion issued by the US Fish and Wildlife Service (January 26, 1999), the following mitigation will be required:

- Prior to construction, a US Fish and Wildlife Service approved biologist shall survey the work area two weeks prior to construction. If California red-legged frogs are present on the project site, the biologist will contact the Service and receive authorization to capture and re-locate the frogs to a Service approved location. If frogs are observed, the biologist or a site monitor (as designated by the biologist) will be present until the ditch is drained or graded.
- If no frogs are found, the site will be deemed clear and a screen will be placed over the drainage pipe leading to the off-site drainage ditch. All other measures listed below will be implemented.
- All construction personnel will receive a training session which shall include a description of the California red legged frog and its habitat, the importance of red legged frogs, and the areas where such frogs may occur, if present on the project site.
- All fueling and maintenance of vehicles and other equipment shall occur at least 20 meters from any riparian habitat or water body present within the project site

to avoid spills that may flow off the project site into the off-site agricultural ditches.

- To control erosion during and after project implementation, the project will implement best management practices, identified by the Regional Water Quality Control Board.
31. If site grading will occur during the nesting season (March 1 through August 30) pre-construction surveys for nesting migratory birds should be conducted by a qualified biologist prior to any soil-altering activity occurring within the project area and a surrounding area of potential effect. The preconstruction surveys shall be conducted within 30 days of any construction or grading activities. If active nests are located during pre-construction surveys, USFWS and/or CDFG shall be notified regarding the status of the nests. Furthermore, construction activities shall be restricted as necessary to avoid disturbance of the nest until it is abandoned or the biologist deems disturbance potential to be minimal. Restrictions may include establishment of buffer zones or alteration of the construction schedule.
  32. During site grading, if any prehistoric or historic artifacts or other indications of archaeological resources are found, all work in the immediate vicinity must stop and the City of Guadalupe shall be immediately notified. An archaeologist meeting the Secretary of Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered cultural resources.
  33. During site grading, if human remains are discovered, all work must stop in the immediate vicinity of the find and the County Coroner must be notified, according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.
  34. During site grading, if any paleontological resources (fossils) are found, all work in the immediate vicinity must stop and the City of Guadalupe shall be immediately notified. A qualified paleontologist shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources.
  35. All future residential development within the Specific Plan shall be designed in accordance with the requirements of the current edition of the California Building Code and the recommendations contained within the preliminary Soils Engineering Report (dated October 11, 2002), the Soil Corrosivity Study (dated May 21, 2003) and a updated soils report by Geo Solutions (dated March 21, 2014).
  36. Prior to the issuance of building permits, erosion prevention and sedimentation control measures shall be incorporated into site construction plans and construction

contracts. These measures shall be monitored by the City to ensure effectiveness through construction activities at the project site during the rainy season (November 1 through April 15) of each year. Such measures shall include, but not be limited to the following:

- Limit disturbance of soils removal to the minimum area necessary for access and construction;
- Re-vegetate disturbed areas with a mix of seeds best suited for the climate and soil conditions, and native to the region;
- Cover and protect stockpiled soils during periods of rainfall;
- Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of proposed erosion control measures;
- Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds; and
- Ensure that all exposed soil is provided with temporary drainage and soil protection when construction ceases during the winter periods.

37. If significantly contaminated soil and/or ground water is encountered during the removal of on-site debris or during excavation and/or grading both on and offsite, the construction contractors shall stop work and immediately inform the City. A City approved environmental hazardous materials professional shall be contracted to conduct an on-site assessment. If the materials are determined to pose a risk to the public or construction workers, the construction contractor shall prepare and submit a remediation plan to the appropriate agency and comply with all federal, state and local laws.

38. Consistent with notification required by Santa Barbara County as a component of the Right-to-Farm Ordinance, the applicant shall record an Agricultural Notification Statement to run with the Title on all properties sold resold in the proposed development area. The statement shall inform any future property owners of the continuation of agricultural activities in the area and shall disclose the potential effects of agricultural activities on adjacent land uses to future project residents.

39. Prior to issuance of certificate of occupancy, the applicant shall submit an irrevocable offer of Right of Way along the affected frontage as shown in the Improvement Plans adjacent to the Route 166 ROW. The minimum right of way required in the dedication would be 25 feet. All drainage requirements for the project must be accommodated outside of the State's right of way.

40. Prior to and during construction, the applicant shall be responsible for all necessary on-site sewer infrastructure, and for a fair share contribution as stated in the Developers Agreement dated October 9, 2012 to common off-site improvements to the sewer system. All sewer infrastructure shall be designed in accordance with the adopted standards of the City of Guadalupe City Engineer prior to approval of final improvement plans.

**ATTACHMENT 2**

**Vesting Tentative Tract Map Plans**









**CITY OF GUADALUPE**  
**SUBDIVISION IMPROVEMENT AGREEMENT #1**  
**Tract 29061**

**NAME AND LEGAL STATUS OF SUBDIVIDER:**

Guadalupe Beach, LLC (Owner/Developer)

**NAME OF SUBDIVISION/TRACT NUMBER (A Subdivision):**

Tract 29061

**CONDITIONS of APPROVAL:**

Conditions of Approval for Vesting Tentative Tract Map No. 29061 shown in Exhibit "A"

**COST OF IMPROVEMENTS (EST.):**

Engineers Estimate of cost to construct improvements shown in Exhibit "B".  
Survey Monumentation Estimate shown in Exhibit "C".  
Landscape Architects Estimate to Landscape Public Areas in Exhibits "D."

**DATE OF AGREEMENT:**

August 9, 2016

**DATE OF COMPLETION:**

Within forty- eight (48) months of recordation of Final Map.  
This Subdivision Agreement (**Agreement**) is made and entered into by and between the City of Guadalupe (**CITY**), a municipal corporation of the State of California and Guadalupe Beach, LLC (**SUBDIVIDER**).

**RECITALS**

**WHEREAS, SUBDIVIDER** has presented to **CITY** for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California (Government Code 66410 et. seq.) and **CITY's** ordinances (Guadalupe Municipal Code, Title 17, Sections 17.28.010 et. seq.) and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to as the Subdivision Laws); and,

**WHEREAS,** a tentative map of the Subdivision has been approved, subject to the Subdivision Laws and subject to the requirements and conditions contained in the Resolution of Approval on file in the Office of the City Clerk and hereby incorporated into this Agreement by reference and

**SUBDIVIDER** now wishes to proceed with final map approval and recordation; and,

**WHEREAS**, the Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work (collectively referred to as **Improvements**) required by the Subdivision Laws and the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**; and

**WHEREAS**, complete improvement plans for the construction, installation and completion of the Improvements (Improvement Plans) have been prepared by **SUBDIVIDER**, approved by the City Engineer, and are on file with **CITY** and are hereby incorporated by reference into this Agreement; and

**WHEREAS**, in consideration of approval of a final map for the Subdivision by the City Council, **SUBDIVIDER** desires to enter into this Agreement, whereby **SUBDIVIDER** promises to install and complete, at **SUBDIVIDER's** own expense, all the Improvements required by **CITY** in connection with the proposed Subdivision; and

**WHEREAS**, **SUBDIVIDER** recognizes that by approval of the final map for the Subdivision, **CITY** has conferred substantial rights upon **SUBDIVIDER**, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision and, as a result, **CITY** will be damaged to the extent of the cost of installation of the Improvements if **SUBDIVIDER** should fail to perform its obligations under this Agreement, including, but not limited to, **SUBDIVIDER's** obligation to complete construction of the Improvements by the time established in this Agreement; and

**WHEREAS**, **CITY** shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by **SUBDIVIDER**, and it is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the **SUBDIVIDER** shall be within the sole discretion of **CITY**;

**NOW THEREFORE**, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, and in recognition and acceptance of the above recitals, **SUBDIVIDER** and **CITY** agree as follows:

1) **SUBDIVIDER OBLIGATIONS TO CONSTRUCT IMPROVEMENTS.**

a) **SUBDIVIDER** shall:

1) Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.

2) Complete, at **SUBDIVIDER's** own expense, all the Improvements required on the Tentative Map and in the project approvals as identified above in conformance with **CITY** standards and the approved Improvement Plans.

3) Furnish the necessary materials for completion of the Improvements in conformity with the Improvement Plans, the Resolution of Approval, and **CITY** standards.

4) In all appropriate cases, acquire and dedicate, all rights- of-way, easements and other interests in real property necessary for construction or installation of the Improvements prior to commencement of work on the Improvements.

5) Complete construction of the Improvements within forty-eight (48) months of the recordation of the Final Map, unless a time extension is granted by the CITY pursuant to section 15 of this Agreement, and provided that if completion of said work is delayed by acts of God, labor disputes, or other factors outside **SUBDIVIDER's** control, **SUBDIVIDER** shall have an additional period of time equal to such period of delay in which to complete such work. Any extension of time shall not operate to release the security required hereunder, and the surety shall waive the provisions of California Civil Code Section 2819.

6) Install all subdivision monuments required by law prior to the completion and acceptance of the Improvements by CITY, including re-installation of existing monuments that were removed, altered, or destroyed by **SUBDIVIDER**.

7) Ensure, at **SUBDIVIDER's** expense, that all contractors obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

8) Until final acceptance of the work of improvement, give good and adequate warning to the public of each and every dangerous condition, which exists in the project, and take all reasonable actions to protect the public from such dangerous condition.

b) **SUBDIVIDER's** obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between **SUBDIVIDER** and CITY. **SUBDIVIDER** shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.

c) **SECURITY**.

d) **SUBDIVIDER** shall at all times guarantee **SUBDIVIDER's** performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws (see, Government Code section 66499 et seq.) on forms approved by CITY for the purposes and in the amounts as follows:

1) To assure faithful performance of this Agreement in an amount of 100% of the estimated cost of the improvements; and

2) To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

3) To guarantee or warranty the work performed pursuant to this Agreement for a period of one year following acceptance by CITY against any defective work or labor performed or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and

4) The securities required by this Agreement shall be kept on file with the City Clerk. No security may be modified or replaced without written approval of CITY. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

- Should the sureties on any of the improvement security required herein become insufficient (defined by standards applied generally in the surety industry), **SUBDIVIDER** agrees to renew the improvement security with good, sufficient, and duly authorized sureties within thirty (30) days after receiving notice from **CITY** that the sureties are insufficient, unless such notice is challenged by the surety or the **SUBDIVIDER**.

2) **RELEASE OF SECURITIES.**

The securities required by this Agreement shall be released as follows:

- A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work.
- B. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, twelve months after the completion and acceptance of the work or 35 days after filing a notice of completion as applicable, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.
- C. Security given for the guarantee or warranty of work shall be released upon the expiration of the warranty period, less the amount of any pending warranty claims filed during the warranty period, which shall be released upon completion of such warranty work or settlement of such claims.
- D. In the event of disputes or outstanding claims, **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

3) **ALTERATIONS TO IMPROVEMENT PLANS.**

- A. **SUBDIVIDER** shall construct the improvements in accordance with **CITY** standards in effect at the time of adoption of the Resolution of Approval, unless otherwise approved by City in writing in advance. **CITY** reserves the right to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or **CITY** ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, **CITY** may apply the standards in effect at the time of the extension.
- B. Changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10% of the original estimated cost of the improvement, shall not reduce the improvement security given for faithful performance of this Agreement. If such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, **SUBDIVIDER** shall provide improvement security for faithful performance as required by Section 2 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Section 3 of this Agreement.

4) **INSPECTION AND COMPLETION.**

**SUBDIVIDER** shall at all times maintain proper facilities and safe access by **CITY** inspectors for inspection of the improvements and to the shops wherein any work is in preparation. Upon completion of the work, **SUBDIVIDER** may request a final inspection by the City Engineer, or the City Engineers authorized representative. **SUBDIVIDER** shall bear all costs of inspection and certification.

5) **DAMAGE TO PUBLIC PROPERTY.**

**SUBDIVIDER** shall replace or have replaced, or repair or have repaired, as the case may be, all improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. **SUBDIVIDER** shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement. Any repair or replacement shall be to the reasonable satisfaction, and subject to the reasonable approval, of the City Engineer.

6) **DEFAULT OF SUBDIVIDER.**

- Default of **SUBDIVIDER** shall include, but is not limited to, **SUBDIVIDER's** failure to timely cure any defect in the Improvements of which **SUBDIVIDER** is notified during the warranty period; failure to timely complete the Improvements to applicable **CITY** standards; **SUBDIVIDER's** insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER's** failure to perform any other obligation under this Agreement. Notwithstanding the foregoing sentence, **SUBDIVIDER** shall only be in default of this Agreement after **CITY** gives **SUBDIVIDER** notice of the basis for its claim of default, and **SUBDIVIDER** fails to cure such deficiency within thirty (30) days after such notice. If, however, by its nature the default cannot be cured within thirty (30) days, **SUBDIVIDER** may have a longer period as is necessary to cure the failure, but this is conditioned upon **SUBDIVIDER** promptly commencing to cure within the thirty (30) day period and thereafter diligently completing the cure.
- **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER's** obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY's** damages in event of default by **SUBDIVIDER**. The right of **CITY** to unilaterally and without notice draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to **CITY**. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, **CITY's** damages for **SUBDIVIDER's** default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by **CITY** for the completion of the improvements in accordance with the improvement plans and specifications contained herein, but shall not be construed to limit **CITY's** damages.

- In the event of **SUBDIVIDER's** default under this Agreement, **SUBDIVIDER** authorizes **CITY** to perform such obligation thirty (30) days after written notice of default to **SUBDIVIDER** and to **SUBDIVIDER's** surety, and **SUBDIVIDER** agrees to pay the entire cost of such performance by **CITY**; **CITY** may take over the work and prosecute the same to completion, by contract or by any other method **CITY** may deem advisable, at the expense of **SUBDIVIDER** and **CITY** may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to **SUBDIVIDER** as may be on site of the work and necessary for the performance of the work.
- Failure of **SUBDIVIDER** to comply with the terms of this Agreement shall constitute consent to the filing by **CITY** of a notice of violation against all the lots in the Subdivision, to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to **CITY**. **SUBDIVIDER** agrees that the choice of remedy or remedies for **SUBDIVIDER's** breach shall be at the sole discretion of **CITY**.
- In the event that **SUBDIVIDER** fails to perform any obligation hereunder, **SUBDIVIDER** agrees to pay all costs and expenses incurred by **CITY** in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.
- The failure of **CITY** to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of **SUBDIVIDER**.

7) **WARRANTY.**

**SUBDIVIDER** shall guarantee or warranty the work done pursuant to this Agreement against any defective work or labor done or defective materials furnished for a period of one (1) year after final acceptance of the Improvements by the City Council. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by **SUBDIVIDER** is defective, **SUBDIVIDER** shall without delay and without cost to **CITY**, repair or replace or reconstruct any defective part or parts of the work or improvement. Should **SUBDIVIDER** default on its warranty obligations hereunder (as described in Section 7), **SUBDIVIDER** hereby authorizes **CITY**, at **CITY's** option, to perform the work thirty (30) days after written notice of default to **SUBDIVIDER** and to **SUBDIVIDER's** surety, and agrees to pay the cost of such work by **CITY**. Should **CITY** determine that an urgency requires repairs or replacements to be made before **SUBDIVIDER** can be notified, **CITY** may, in its reasonable discretion, make the necessary repairs or replacement or perform the necessary work and **SUBDIVIDER** shall pay to **CITY** the cost of such repairs.

8) **SUBDIVIDER NOT AGENT OF CITY.**

Neither **SUBDIVIDER** nor any of **SUBDIVIDER's** agents or contractors are or shall be considered to be agents of **CITY** in connection with the performance of **SUBDIVIDER's** obligations under this Agreement.

9) **DAMAGE TO WORK.**

Until such time as the Improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible



for and bear the risk of loss to any of the Improvements constructed or installed and will be responsible for the care of, maintenance of, and any damage to such Improvements, except to the extent such losses are caused by any act or omission of CITY. Except as expressly provided herein, CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurrence to the Improvements specified in this Agreement prior to the acceptance of the Improvements. All such risks shall be the responsibility of, and are hereby assumed by, **SUBDIVIDER**.

10) **OTHER AGREEMENTS.**

Nothing contained in this Agreement shall preclude CITY from expending moneys pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other **SUBDIVIDER's** for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

11) **FINAL ACCEPTANCE OF WORK AND VESTING.**

Acceptance of the work on the behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. If the City Engineer determines that the work has been completed in accordance with this Agreement ("Substantial Completion"), then the City Engineer shall certify the completion of the improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and applicable CITY standards. The City Council shall act upon the Engineer's recommendation within 30 days from the date the City Engineer certifies that the work has been finally completed. Such acceptance shall not constitute a waiver of defects by CITY. CITY shall issue certificates of occupancy for structures within the Subdivision upon Substantial Completion of the Improvements, provided that such structures otherwise qualify for occupancy. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY, unless designated otherwise.

12) **INDEMNITY/HOLD HARMLESS.**

CITY or any officer, employee, official, agent, or volunteer thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of **SUBDIVIDER**, its agents, employees, or subcontractors in the performance of this Agreement. **SUBDIVIDER** further agrees to protect, indemnify, and hold harmless CITY, its officers, employees, officials, agents, or volunteers from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts, omissions or negligence (regardless of whether such negligence is active or passive) of **SUBDIVIDER**, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, arising out of, in whole or in part, the design or construction of the improvements. This indemnification and hold harmless agreement shall extend to any injuries to persons and/or damage to property or taking of property resulting from the design or construction of said Subdivision, and the Improvements as provided herein. Acceptance by CITY of the improvements shall not constitute an assumption by the CITY of any responsibility for any damage or taking. CITY shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map.

Except as otherwise specified, the provisions of this paragraph shall remain in full force and effect for **three (3)** years following the acceptance by **CITY** of the Improvements. It is the intent of this section that **SUBDIVIDER** shall be responsible for all liability arising from **SUBDIVIDER's** actions pursuant to this Agreement and that **CITY** shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Notwithstanding anything to the contrary herein, **SUBDIVIDER's** liability for defects in materials and workmanship shall be limited to a period of one (1) year after Substantial Completion, and thereafter **SUBDIVIDER** shall not be responsible for routine maintenance unless provision is made otherwise.

13) **SALE OR DISPOSITION OF SUBDIVISION.**

Except as expressly provided herein, sale or other disposition of this property will not relieve **SUBDIVIDER** from the obligations set forth herein. **SUBDIVIDER** agrees to notify **CITY** in writing at least 30 days in advance of any actual or pending sale or other disposition of the property. If **SUBDIVIDER** sells the property or any portion of the property within the Subdivision to any other person, **SUBDIVIDER** may request a transfer/novation of this Agreement and a substitution of security. The decision of whether to grant a transfer/novation and substitution of securities shall be at **CITY's** reasonable discretion, based on the financial ability of the transferee and the security provided by transferee. Upon approval of request a transfer/novation of this Agreement and a substitution of security, **SUBDIVIDER** shall be released from all obligations hereunder and the prior improvement securities shall be released in full.

14) **TIME FOR COMPLETION OF WORK: EXTENSIONS: TIME OF THE ESSENCE.**

- All improvements must be completed within thirty-six (36) months from the date of this Agreement, unless otherwise provided in subsection (b) below.
- The time for completion of the improvements may be extended in the event good cause exists as determined by the City Council upon recommendation of the City Engineer. A request for extension must be submitted in writing to the City Engineer at least 60 days prior to the requested extension date. The extension must be set out in writing and executed by the City Engineer. Any such extension may be granted without notice to **SUBDIVIDER's** surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. As a condition of extension, the City Engineer may require **SUBDIVIDER** to furnish new security in an increased amount guaranteeing performance of this Agreement as extended as necessary to compensate for any increase in construction costs as determined by the City Engineer.
- Time is of the essence of this Agreement.

15) **NO VESTING OF RIGHTS.**

Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER's** rights with respect to any change in any zoning or building law or ordinance

16) **MISCELLANEOUS PROVISIONS.**

- All notices required or provided for under this Agreement shall be in writing and shall be deemed duly given (i) if delivered personally, when received; or (ii) if sent by registered mail, postage prepaid, return receipt requested, on the third

business day following the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with CITY:

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

**SUBDIVIDER:** Guadalupe Beach, LLC  
Attn: Mark Kelton  
2716 Ocean Park Boulevard, Suite 3006  
Santa Monica, CA 90405

- The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
- The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
- In the event that suit or arbitration is entered into arising out of performance of this Agreement or brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all litigation costs and reasonable attorneys' fees.
- The recitals to this Agreement are hereby incorporated into the terms of this Agreement.
- This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All prior or simultaneous agreements or understandings are replaced by this Agreement. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Engineer.

**IN WITNESS WHEREOF, SUBDIVIDER and CITY, by and through its Mayor, have caused this Agreement to be executed.**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBDIVIDER:**  
(Attach Notarization)

**CITY:**

BY: \_\_\_\_\_  
Guadalupe Beach, LLC

BY: \_\_\_\_\_  
John Lizalde, Mayor

**ATTEST: City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_

\_\_\_\_\_  
Dave Fleishman, City Attorney



COUNTY OF SANTA BARBARA  
PUBLIC WORKS DEPARTMENT  
123 East Anapamu Street  
Santa Barbara, CA 93101  
805\568-3000 FAX 805\568-3019



SCOTT D. MCGOLPIN  
Director

September 9<sup>th</sup>, 2015

Ms. Alice Saucedo  
Permit Technician  
Building & Fire Dept.  
City of Guadalupe  
918 Obispo Street  
Guadalupe, CA 93434

RE: 3<sup>rd</sup> Review  
T29061 (RCT 2003, LLC)  
APN: 113-080-024

Dear Ms. Saucedo:

Our office has performed the third review of this project for compliance with State Law and Local Ordinances and has the following comments:

**Sheet 1:**

1. Surveyor indicates that monuments will be set within one year of map recording. Section 66496 SMA requires a monument bond be posted with the city. Surveyor needs to provide an estimate of the costs for setting the final monuments. City council needs to approve Bond and amount. When surveyor has posted bond with the city clerk, map may record. Map shall not record prior to posting bond.

**Sheet 7-10:**

1. Clear out symbols, typical all, as shown on legend.
2. See redlined sheet for additional comments/corrections.

**Please include a copy of the statement showing taxes have been paid when they Mylars are forwarded for signature. Thank you.**

**Project Status:**

Date this review received by this Office: 08/28/2015

If at any time you wish to check the status of this project or have any questions, please feel free to call our office at 568-3020. Thank you.

This report was prepared by me or under my direction,

*A. Jevremovic*

Aleksandar Jevremovic, PLS  
City of Guadalupe Surveyor



**TREASURER-TAX COLLECTOR**

**HARRY E. HAGEN, CPA**  
Treasurer – Tax Collector  
Public Administrator – Public Guardian

**KIMBERLY TESORO, CPA**  
Assistant Treasurer - Tax Collector  
Public Administrator – Public Guardian



105 E. Anapamu Street, Room 109  
Santa Barbara, CA 93101-2062  
Administration: (805) 568-2490  
Property Tax: (805) 568-2920  
Fax: (805) 568-2488

511 E Lakeside Parkway, Santa Maria  
Telephone: (805) 346-8330  
Fax: (805) 346-8331

Mailing Address:  
Post Office Box 579  
Santa Barbara, CA 93102-0579

TO: Clerk of the Board  
FROM: Treasurer-Tax Collector  
SUBJECT: Tract/Parcel Map Number 29,061  
Parcel # 113-450-005  
DATE: May 5, 2016

This is to notify you that the total Secured taxes of the 2015/2016 due on Assessor's Parcel # 113-450-005 assessed to Guadalupe Beach LLC, in the amount of \$ 35,026.04 has been paid in full.

**A cashier's check or money order must be posted with the Clerk of the Board of Supervisors in the amount of \$ 97,997.00 payment of the fiscal year, 2016-17 Secured taxes, which are now a lien on this parcel. The payment must be made payable to County of Santa Barbara. Personal checks, or checks from multiple Payers, will not be accepted.**

The recording of the subject map must then occur no later than December 31, 2016. This letter is void after December 31, 2016, and a new application for fiscal year 2017-2018 must then be submitted.

Respectfully,

Amy Janikowski  
Treasurer-Tax Collector  
Treasury Supervisor

2016 JUL 28 AM 10:43  
COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

COUNTY OF SANTA BARBARA  
**OFFICE MEMORANDUM**

**TO:** Tax Collector, Transportation, File Building, DATE: July 28, 2016  
Parks, Surveyor, Planning  
**FROM:** Clerk of the Board IN RE: TR 29,061

**THIS IS TO INFORM YOU THAT THIS OFFICE HAS RECEIVED BOND OR CASH DEPOSIT**

**Amount:** \$97,997.00

**From:** Guadalupe Beach LLC.

**Posted to Insure:** 2016-2017 Secured Taxes  
Name and Address of Depositor

**Project:** APN 113-450-005  
Landscape, Monuments, Walls, Signs, Taxes, Roads, Etc.

**Bonding Company:** Bank of America  
Name, Address, Case Number

**Check Number:** 1148906256  
Name and Address

*Russ Baker*



Cashier's Check

No. 1148906256

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

01/17/2012

Date 07/08/16 05:29:10 PM

NAZ

SANTA MONICA BUS PARK

0006 0002345 0174



**BANK OF AMERICA** NINE SEVEN NINE NINE SEVEN **00**  
CTSCTS

\*\*\*\$97,997.00

Pay

To The Order Of COUNTY OF SANTA BARBARA  
2016-17 SECURED TAXES PAR #113-450-005

Remitter (Purchased By): GUADALUPE BEACH, LLC

Bank of America, N.A.  
PHOENIX, AZ

AUTHORIZED SIGNATURE

APN 113-450-005





COUNTY OF SANTA BARBARA X 2060158

CoB Department

Date 7-28-16

Received from

Guadalupe Beach LLC.

In Payment of

2016-17 Secured Property Taxes

Ninety Seven thousand nine hundred ninety seven and 00/100 Dollars \$ 97,997.00

Received original of the above numbered receipt

CREDIT CARD	
CASH	
CHECK	<input checked="" type="checkbox"/>

AC-147 SIGNATURE OF PAYOR

1148906256

RB

AUTHORIZED SIGNATURE